

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

351



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**

August 27, 2014

**SUBJECT:** East County Emergency Operations Center Phase II - Approval of Audio and Visual Plans and Specifications, District 4/District 4, [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Plans and Specifications for the construction of the East County Emergency Operations Center (ECEOC) Phase II, Audio and Visual System Project, and authorize the Clerk of the Board to advertise for bids; and
2. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

**BACKGROUND:**

Summary

(Commences on Page 2)

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> N/A				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2014/15	

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: September 9, 2014  
 xc: EDA

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

FORM APPROVED COUNTY COUNSEL  
BY:   
DATE: 7/24/14  
MARS Departmental Concurrence

By:   
John R. Hawkins, Fire Chief  
Riverside County Fire Department

A-30  
 Positions Added  
 4/5 Vote  
 Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Economic Development Agency

**FORM 11:** East County Emergency Operations Center Phase II - Approval of Audio and Visual Plans and Specifications, District 4/District 4, [\$0]

**DATE:** August 27, 2014

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

On March 12, 2013, the Board of Supervisors approved the owner/architect agreement between the County of Riverside and Holt Architects, Inc. (Holt) for the East County Emergency Operations Center. The Economic Development Agency (EDA) had the intention of providing an audio and visual component to the project in Phase II, to assist Riverside County Fire Department's Office of Emergency Services in response to emergency situations. Holt has completed the plans and specifications for the audio and visual component for the ECEOC Phase II project.

On June 25, 2013, the Board of Supervisors approved a revised budget of \$11,131,201 for the East County Emergency Operations Center. Currently, there is approximately \$250,000 of uncommitted funds for the project. EDA anticipates the work for the audio and visual system will cost approximately \$600,000; therefore approval of a budget adjustment will be requested, if necessary, at the time of bid award.

The bid documents are now complete; therefore EDA requests approval to solicit bids for construction of this project. EDA will return to the Board under separate cover to approve the project budget and execute any project related agreements.

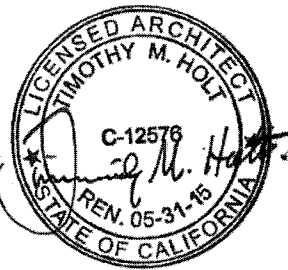
**Impact on Residents and Businesses**

The equipment when installed will assist Riverside County Fire Department's Office of Emergency Services in their response to natural disasters and other emergency situations. The proposed work for the audio and visual equipment installation will not impact residents or businesses as the work will be contained to project site.

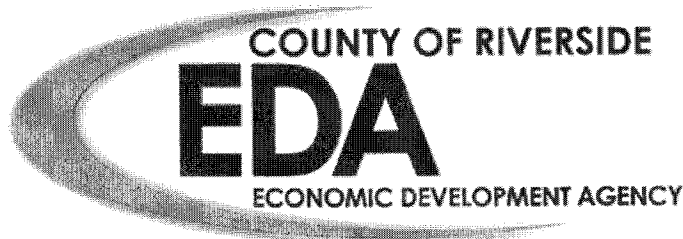
Attachment:

Specifications

351



SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
EAST COUNTY EMERGENCY OPERATION  
CENTER - A/V BID PACKAGE  
Project No. FM08110000280



Prepared by  
HOLT ARCHITECTURE  
70225 HIGHWAY 111, SUITE D  
RANCHO MIRAGE, CA 92270

APRIL 24, 2014

FORM APPROVED COUNTY COUNSEL  
BY: Marshall Victor DATE: 7/24/14  
MARSHALL VICTOR DATE

**SECTION 00001**  
**TABLE OF CONTENTS**

**DIVISION 0 -- CONTRACT REQUIREMENTS**

- 00001 - Table of Contents
- 00002 - Project Directory
- 00003 - Bid Package
- 00004 - Construction Long Form Contract
- 00005 - General Conditions of Standard Form Construction Contract between County and Contractor
- 00006 - Bid Schedule

**DIVISION 1 -- GENERAL REQUIREMENTS**

- 01200 - Project Meetings
- 01710 - Cleaning
- 01720 - Project Record Documents
- 01730 - Operation and Maintenance Data
- 01740 - Warranties and Bonds
- 01770 - Contract Closeout

**DIVISIONS 2 – THRU 10**

Not Used

**DIVISION 11 -- EQUIPMENT**

- 11130 - Audio Visual Systems
- 11130.1 – Audio Visual – AV System Baseline Phasing Addendum

**DIVISION 12 – THRU 16**

Not Used

**\*\*\* END OF SECTION \*\*\***



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**SECTION 00002**  
**PROJECT DIRECTORY**

**OWNER REPRESENTATIVE:**

**Riverside County Economic Development Agency**  
Contact: Joaquin Tijerina  
44-199 Monroe Street, Suite B  
Indio, CA 92201  
760/863.2529 P  
760/863.2551 F  
[itijerina@rivcoeda.org](mailto:itijerina@rivcoeda.org)

**ARCHITECT:**

**Holt Architects, Inc.**  
Contact: Tim Holt, AIA, NCARB – Principal Architect  
70225 Highway 111, Suite D  
Rancho Mirage, CA 92270  
760/328.5280 P  
760/328.5281 F  
[tholt@holtarchitects.net](mailto:tholt@holtarchitects.net)

**ASSOCIATE ARCHITECT:**

**HOK**  
Contact: Carl Johnson  
9530 Jefferson Blvd.  
Culver City, CA 90232  
310/838.9555 P  
310/838.9586 F  
[carl.johnson@hok.com](mailto:carl.johnson@hok.com)

**AUDIO/VISUAL CONSULTANT:**

**Spectrum ITC Group**  
Contact: John Bilar  
1043 South Cleveland Street  
Oceanside, CA 92054  
760/754.1101 P  
760/754.1198 F  
[jbilar@spectrumitc.net](mailto:jbilar@spectrumitc.net)

**SECTION 00003**

**BID PACKAGE**

**BID PACKAGE TABLE OF CONTENTS**

	Number of Pages
Notice Inviting Bids	2 of 42
Instructions to Bidders	3-16 of 42
Bid Form	17-22 of 42
Bid Bond	23-24 of 42
Bid Security Receipt	25 of 42
Designation of Subcontractors	26 of 42
Non-Collusion Declaration	27 of 42
Iran Contracting Act Certification	28-29 of 42
Construction Contract Per Section 00004	8 pgs
Payment Bond	30-31 of 42
Performance Bond	32-34 of 42
Workers' Compensation Certificate	35 of 42
Evidence of Insurance	n/a
Declaration of Sufficiency of Funds	36-38 of 42
Substitution Request Form	39-41 of 42
General Conditions Per Section 00005	122 Pages
Specifications (Set)	Per Table of Content

**NOTICE INVITING BIDS**

**NOTICE IS HEREBY GIVEN** that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

**East County Emergency Operations Center, Project No.: FM08110000280**

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **2:00 p.m.** on **XX/XX/XXXX**, to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

On and after **XX/XX/XXXX**, and up to **twenty four (24)** hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, A&I Reprographics, at 898 Via Lata, Suite L, Colton, CA 92324; Phone: 909-514-0704; Email: [bid@aandirepro.com](mailto:bid@aandirepro.com); Website: <http://dfs.aandirepro.com>. At the time of such pick-up or request for mailing, a non-refundable fee of **one hundred sixty-five** dollars (\$165.00) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to A&I Reprographics. The Bidding Documents may also be viewed in person between the hours of **10:00 a.m.** and **4:00 p.m.** Monday through Friday (except Holidays) at A&I Reprographics, at 898 Via Lata, Suite L, Colton, CA 92324.

A mandatory Pre-Bid Conference will be conducted on **XX/XX/XXXX**, commencing promptly at **10:00 a.m.**, at **82695 Dr. Carreon Blvd., Indio, CA, 92201**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding.** Sign language services are available for the Pre-Bid Conference upon written request received by (email) at [jtijerina@rivcoeda.org](mailto:jtijerina@rivcoeda.org) at least three (3) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

(1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;

(2) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): C7 & C10; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: classification(s) of work to be performed; and

(3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents.

For further information, contact:

Economic Development Agency, Riverside Centre, 3403 Tenth Street, 4th Floor, Riverside, CA 92501

## **INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1**

#### **GENERAL PROVISIONS**

##### **1.1 DEFINITIONS**

Capitalized terms used on the Bidding Documents shall have the meanings assigned to them in the forms of Construction Contract and General Conditions that are included in the Bidding Documents. Capitalized terms not so defined shall have the meanings assigned to them in, or if none is assigned as reasonably interpreted according to the context of, the portion of the Bidding Documents where such terms are used.

##### **1.2 SUMMARY OF PROJECT**

**1.2.1 Project Description.** The Project to be constructed generally consists of the following: Install A/V system at the New East County Operation Center on. The identifying name of the Project is East County Emergency Operations Center, Project No.: FM08110000280.

**1.2.2 Contract Time.** Substantial Completion of the Work must be achieved within Ninety Days (90) Days from the Date of Commencement. Final Completion must be achieved within Fourteen (14) Days after the occurrence of Substantial Completion.

**1.2.3 Liquidated Damages.** The Construction Contract includes provisions: (1) permitting the County to assess liquidated damages to the Contractor of \$2,000 per Day for each Day after the expiration of the Contract Time for Substantial Completion that the Work is not Substantially Completed by Contractor; and (2) for payment by County to Contractor of liquidated damages to Contractor of \$1,000 per Day for each Day of Compensable Delay for which Contractor is entitled to a Contract Adjustment of the Contract Time and Contract Price.

**1.2.4 County Furnished Materials.** County reserves the right to elect to furnish the following County Furnished Materials for incorporation by Contractor as part of the Work pursuant to an assignment of one or more County Materials Contract(s) in accordance with Section 2.5 of the General Conditions. Said County Materials Contract(s) are available for review by Bidders at Economic Development Agency Warehouse, 3133 Mission Inn Avenue, Riverside, CA 92507. Contact Joaquin Tijerina (760) 863-2552. Bidder is solely responsible to familiarize itself prior to submission of its Bid with the terms and conditions of such County Materials Contract(s). County shall notify the successful Bidder prior to Award if the County elects to assign any of such County Materials Contracts to Contractor for incorporation Contractor of the County Furnished Materials as part of the Work.

**1.2.5 Licensing.** The Bidder to whom the Construction Contract for the Work is Awarded by the County is required, both at the time of the Bid Closing Deadline and at the time of Award, to: (1) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): Class B license(s); and (2) hold, or designate in the Designation of Subcontractors a Subcontractor that holds, the certification(s) required by Applicable Laws for the classification(s) of work to be performed.

**1.2.6 No Warranty by County.** Bidders are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, criteria, surveys, reports, test data, recommendations, opinions, and other information provided by County relating to the Site, Work or Project (including, without limitation, all information contained in any Reference Documents) and nothing stated in the Bidding Documents, Contract Documents or in any other information provided by the County shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the County with respect to the completeness, accuracy or sufficiency thereof.

**ARTICLE 2**  
**BIDDER'S REPRESENTATIONS**

**2.1 THE BIDDER BY SUBMITTING ITS BID REPRESENTS THAT:**

**2.1.1 Bidding Documents.** The Bidder has, in its capacity as contractor and not a design professional, carefully and thoroughly examined, compared and understood the Bidding Documents (including, without limitation, the Drawings, Specifications and Reference Documents identified in the Bidding Documents), and acting in that capacity has satisfied itself that the Bidding Documents are free of any errors, conflicts, ambiguities, lack of coordination and violations of Applicable Laws that might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Bidding Documents.

**2.1.2 Site Information.** In order to fully acquaint itself with all conditions, restrictions, obstructions, difficulties and other matters which might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Bidding Documents, the Bidder has carefully and thoroughly inspected: (1) the Site and its surroundings; (2) all Existing Improvements on the Site and their existing uses by the County, its invitees and the public; (3) routes of ingress and egress to and from the Site; (4) local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment); (5) the status of construction, if any, that is in-progress at the Site; and (6) all reports, data, as-built drawings and other information (including, without limitation, the Reference Documents identified in the Bidding Documents) concerning visible and concealed conditions (including, without limitation, locations and capacities of utility sources and lines) above and below the surface of the ground and in Existing Improvements that have been made available by the County to Bidders or that are disclosed by public records of the County of Riverside or the City in which the Project is located, and has correlated its observations with the requirements of the Bidding Documents.

**2.1.3 Bid Compliance.** The Bid and other Bid Submittals are in compliance with the Bidding Documents.

**2.1.4 No Exceptions.** The Bid is based upon the materials, equipment, systems and other work required by the Bidding Documents, without any exception, exclusion or qualification.

**2.1.5 Legal Status.** If the Bidder is a corporation, or if one or more of the partners or joint venturers of the Bidder (where the Bidder is a partnership or joint venture) is a corporation, such corporation(s) is(are) duly incorporated, authorized to do business and in good standing under the laws of the State of California.

**2.1.6 Licensing.** Bidder currently holds and, if and when an Award is made to Bidder, Bidder will hold at the time of Award, a license, active and in good standing, issued by the Contractors State License Board for the State of California authorizing the Bidder to contract to perform work in the requisite license classification(s) stated in the Notice Inviting Bids and/or in these Instructions to Bidders.

**2.1.7 Due Authorization.** The person or persons signing the Bid and other Bid Submittals on behalf of the Bidder are authorized to do so on behalf of the Bidder.

**2.1.8 Balanced Bid.** Cost breakdowns of the Bid that are provided by the Bidder are balanced, reflecting in each line item category of Work a reasonable estimate of the Bidder's cost commitments to perform that category of Work and a proportionate share of overhead and profit.

**2.1.9 Labor Compliance.** The Bid includes sufficient funds to enable Bidder to comply with, and Bidder will comply with, all of the applicable provisions of the California Labor Code, including, without limitation, payment of prevailing wages, maintenance and submission of weekly certified payrolls and hiring of apprentices.

## **2.2 MISREPRESENTATION BY BIDDER**

The County may determine as unresponsive any Bid in which any statement or representation made or incorporated by reference in the Bid, including any Bid Submittal comprising the Bid, is false, incorrect or materially incomplete and misleading.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **3.1 COPIES**

**3.1.1 Availability.** Copies of Bidding Documents will be available, on and after ~~XX/XX/XXXX~~, and up to twenty four (24) hours prior to the Bid Closing Deadline, for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, A&I Reprographics, located at 898 Via Lata, Suite L, Colton, CA 92324; Phone: 909-514-0704; Email: bid@aandirepro.com; Website: <http://dfs.aandirepro.com>. At the time of such pick-up or request for mailing, a non-refundable fee of one hundred sixty-five dollars (\$165.00) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to A&I Reprographics. The Bidding Documents may also be viewed in person between the hours of 10:00 a.m. and 4:00 p.m. Monday through Friday (except Holidays) at A&I Reprographics, located at 898 Via Lata, Suite L, Colton, CA 92324. Bidders may retain their copies of Bidding Documents.

**3.1.2 Sub-Bidders.** Unless otherwise stated in the Notice Inviting Bids, the County assumes no obligation to distribute Bidding Documents directly to Sub-Bidders.

**3.1.3 Complete Sets.** The Bidder shall use complete sets of Bidding Documents in preparing its Bid. The County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**3.1.4 No License.** No license to Bidder is intended or conferred by the County's issuance to Bidders of copies of the Bidding Documents.

### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

**3.2.1 Examination by Bidder.** The Bidder shall, with reasonable care and diligence in its capacity as a contractor and not a design professional, carefully and thoroughly examine the Bidding Documents and prior to the Bid Closing Deadline report to the County in writing by means of a request for clarification provided in accordance with Paragraph 3.2.3, below, any information contained in the Bidding Documents constituting an error, conflict, ambiguity, lack of coordination or violation of Applicable Laws that might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Bidding Documents. Failure by the Bidder to do so shall not relieve the Bidder from its representations set forth in these Instructions to Bidders nor serve as the basis for any claim by the Bidder that it was mistaken or misled in connection with the preparation of its Bid or its planning for construction of the Work.

**3.2.2 Pre-Bid Conference.** A mandatory Pre-Bid Conference will be conducted on ~~XX/XX/XXXX~~, commencing promptly at 10:00 a.m., at 82695 Dr. Carreon Blvd., Indio, CA 92201. Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding. Sign language

services are available for the Pre-Bid Conference upon written request received by email at [jtijerina@rivcoeda.org](mailto:jtijerina@rivcoeda.org) at least three (3) business days prior to the day of the Pre-Bid Conference. Regardless of whether the Pre-Bid Conference is described in the Bidding Documents as mandatory or optional, Bidder shall be deemed charged with knowledge of all facts, circumstances and other information that were apparent, available or provided to Bidders at the Pre-Bid Conference, including, without limitation, any and all of the physical conditions of the land and Existing Improvements at the Site that were visible or available for inspection or review by the Bidders attending the Pre-Bid Conference.

**3.2.3 Requests for Clarification.** If the Bidder requires clarification or interpretation of the Bidding Documents, it shall make a written request to County by a request for clarification. All requests for clarification of the Bidding Documents must be submitted, in writing, between the hours of 8:00 a.m. and 4:00 p.m. on any Day, Monday through Thursday (except Holidays) up to, including and no later than the seventh (7th) Day prior to Bid Closing Deadline, by hand delivery, mail, fax or e-mail to the following: Holt Architecture, Inc. via email to [JDL@holtarchitecture.com](mailto:JDL@holtarchitecture.com) or via facsimile to (760) 328-5281. No response will be made to requests for clarification received after that time.

**3.2.4 Addenda.** Interpretations, corrections and changes of the Bidding Documents will be made by Addenda. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding and the Bidder shall not rely upon them.

**3.2.5 Communications.** The Bidder shall not, at any time during the bidding process following advertisement of the Notice Inviting Bids and prior to issuance of the Notice of Intent to Award, communicate with the County, Architect, County Consultants or any employee or representative of any of them, concerning the Project except by means of a written requests for clarification submitted by Bidder in accordance with Paragraph 3.2.3, above.

### 3.3 PRODUCT SUBSTITUTIONS

**3.3.1.** Wherever the name, or brand, or manufacturer of an article is specified in the Contract Documents, it is used as a measure of quality and utility or a standard. Except in those instances where the product is designated to match others presently in use, specifications calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may propose any equal material, product, thing or service in their bid. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall list definite particulars of that which he considers equivalent to the specified item in his bid. The Contractor shall have thirty-five (35) days after the award of the Contract for submission of data substantiating substitution of "equal" items. The County will then determine whether or not the proposed name brand or article is equal in quality and utility to that specified in the Contract Documents, and its written decision shall be final.

**3.3.2.** No proposal will be considered unless accompanied by complete information and descriptive data necessary to determine the equality of the offered materials, articles, or equipment. Samples shall be provided when requested by the County.

**3.3.3.** The burden of proof as to the comparative quality or suitability of the offered materials, articles, or equipment shall be upon the Contractor. The County shall be the sole judge as to such matters. In the event that the County rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name in the specifications shall be furnished.

**3.3.4.** The County will examine Contractor's submittals with reasonable promptness. Return of the submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents nor shall it relieve him from responsibility for errors in the submittals. A failure by the Contractor to identify, in his letter of transmittal, material deviations from the Contract Documents shall void the submittal and any action taken thereon by the County. When specifically requested by the County,



the Contractor shall resubmit such shop drawing(s), descriptive data, and samples as may be required.

**3.3.5.** If any mechanical, electrical, structural, or design revisions are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract Documents, such changes shall not be made without the consent of the County's authorized representative, and shall be made without additional cost to the County, such costs, including the fees of the Architect, to be borne by the Contractor.

### **3.4 ADDENDA**

**3.4.1 Transmittal.** Addenda will be transmitted by County to all prospective Bidders who (1) attended and signed in at the Pre-Bid Conference (if any) or (2) have submitted a written request to County for notice of Addenda at A&I Reprographics, located at 898 Via Lata, Suite L, Colton, CA 92324; Phone: 909-514-0704; Email: [bid@aandirepro.com](mailto:bid@aandirepro.com); Website: <http://dfs.aandirepro.com>, including in such request the Bidder's name and address for mailing.

**3.4.2 Inspection.** Copies of Addenda will also be made available for in-person inspection wherever Bidding Documents are on file for that purpose.

**3.4.3 Issuance.** Without limitation to the County's right to withdraw its request for Bids, Addenda may be issued up to, but not later than, seventy-two (72) hours prior to the Bid Closing Deadline; provided, however, that an Addendum withdrawing the request for Bids or one which postpones the Bid Closing Deadline may be issued at any time prior to the Bid Closing Deadline.

**3.4.4 Receipt by Bidder.** Failure of the Bidder to receive any Addendum shall not relieve the Bidder from any of its obligations under its Bid Submittal. The costs of performance by Bidder of all items of Work and other obligations contained in all Addenda issued by County shall be deemed included in the amount of the Bidder's Bid. The Bidder shall identify and list in its Bid all Addenda received and included in its Bid. The Bidder's failure to so acknowledge the receipt of all Addenda in its Bid may be asserted by the County as a basis for determining its Bid non-responsive.

## **ARTICLE 4 BIDDING PROCEDURES**

### **4.1 PREPARATION OF BIDS**

**4.1.1 Bid Form.** Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded.

**4.1.2 Blanks.** All blanks on the Bid Form shall be legibly executed in a no erasable medium.

**4.1.3 Figures.** Sums shall be expressed in a Bid in both words and figures. In case of discrepancy, the amount written in words shall govern.

**4.1.4 Alterations.** Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.

**4.1.5 Alternative Bids.** Alternative Bids will not be accepted unless specifically requested in the Bidding Documents.

**4.1.6 Multiple Bids.** Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the Bid Security, state in its Bid the Bidder's refusal to

accept the Award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on or conditions to its Bid Form nor qualify its Bid in any other manner.

**4.1.7 Name of Bidder.** Each copy of the Bid shall state the legal name of the Bidder and its legal form of business (i.e., sole proprietor, partnership, joint venture or corporation). Bids shall be submitted in the name of Bidder that appears in the Bidder's license issued by the State of California Contractors State License Board for the license classification(s) that the Bidder is required to hold pursuant to the Notice Inviting Bids. Each Bid shall bear the longhand signature and printed name and title of the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

**4.1.8 Bid Submittals.** Each Bid shall include the following Bid Submittals executed in the manner required by the Bidding Documents:

1. ***Bid Form, in the form specified in the Bidding Documents;***
2. ***Bid Security, consisting of either (a) a Bid Bond, in the form specified in the Bidding Documents, or (b) such other form of Bid Security as is permitted by these Instructions to Bidders;***
3. ***Bid Security Receipt, in the form specified in the Bidding Documents;***
4. ***Designation of Subcontractors, in the form specified in the Bidding Documents;***
5. ***Non-Collusion Declaration, in the form specified in the Bidding Documents.***
6. ***Iran Contracting Act Certification***

**4.1.9 Modifications by Bidder.** Changes or additions to the Bid Form, recapitulations of the Work bid upon, conditions or limitations on the Work to be done, alternative proposals or any other modification of the Bid Form not specifically called for by the Bidding Documents may result in the County's rejection of the Bid as being non-responsive. No oral, telephonic, electronic, facsimile or telegraphic modification of any Bid submitted will be considered.

**4.1.10 Designation of Subcontractors.** The Bidder shall submit, on the Designation of Subcontractors form specified in the Bidding Documents, a list of the proposed Subcontractors and the portion of Work to be done by each Subcontractor as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq). Unless the Notice Inviting Bids expressly states otherwise, any information requested in the Designation of Subcontractors other than a Subcontractor's name and location of business must be submitted as part of the Bid and may not be submitted after the Bid Closing Deadline. If additional sheets are needed to provide the information requested in the Designation of Subcontractors, they shall be included by Bidder as part of its Bid and shall accompany the Designation of Subcontractors. If bidding of Alternates is called for by the Bidding Documents and the Bidder intends to use different or additional Subcontractors or if acceptance of the Alternate by County would cause the value of the Work to be performed by a Subcontractor not identified in the Designation of Subcontractors accompanying the Base Bid to exceed the threshold dollar amount required by Applicable Law for listing of Subcontractors, then a separate Designation of Subcontractors form must be submitted for each such Alternate. If the Bidding Documents require the performance of Work for which the Bidder or a Subcontractor must hold a certification required by Applicable Laws to perform the work, and if the Bidder intends to use a Subcontractor holding such certification to satisfy said requirement and to perform such Work, then Bidder shall, without limitation to any other information that may be required by Applicable Laws, include in the Designation of Subcontractors the name of such

Subcontractor and a description of the Work requiring such certification that the Subcontractor will be performing.

**4.1.11 Builder's All Risk (Course of Construction) Insurance.** The Bid Form states whether the Bidder shall include Builder's All Risk (Course of Construction) Insurance for the Project. If the Bid Form states that such insurance shall be included by the Bidder in its Bid, then Contractor shall provide a policy of Builder's All Risk (Course of Construction) insurance coverage that conforms to the requirements set forth in Subparagraph 11.1.1.5 and the other applicable provisions of Article 11 of the General Conditions. NOTWITHSTANDING THE FOREGOING, COUNTY RETAINS THE RIGHT exercised at any time prior to award TO ELECT TO USE ITS OWN BUILDER'S ALL RISK (COURSE OF CONSTRUCTION) INSURANCE and in the event County so elects to deduct the price for such insurance that is stated in Contractor's Bid, or if not so stated the amount included by Contractor for such insurance in the preparation of the Contractor's Bid, from the Contract Price by means of a Contract Adjustment pursuant to Change Order or Unilateral Change Order. If the County so provides the All Risk (Course of Construction) insurance for the Project, then Contractor shall assume the cost of any and all applicable policy deductibles (currently, \$50,000 per occurrence) and shall insure its own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

**4.1.12 Interested Bidder.** No person, partnership, joint venture, corporation or other association of persons or entities submitting a Bid shall be allowed to submit more than one Bid or be interested in a Bid submitted by any other Bidder. A person, partnership, joint venture, corporation or other association of persons or entities that, in the capacity as a Subcontractor to a Bidder, has quoted a bid price to a Bidder is not disqualified from submitting a proposal or quoting prices to other Bidders or making a Bid as a general contractor for the entirety of the Work. For the purpose of this Paragraph, "interested in" means having a managerial or financial interest in another Bidder.

**4.1.13 Prequalification.** If the County has stated in the Notice Inviting Bids that bidding is limited only to bidders that were prequalified pursuant to a Prequalification conducted by County, and if Bidder was previously prequalified pursuant to that process to submit a Bid for the Project, then in addition to the requirements of the Bidding Documents the Bidder must comply with any additional requirements for bidding that are set forth in the Prequalification Documents, including, without limitation, compliance by Bidder with any continuing responsibilities for disclosure of any changes in ownership, management or financial condition. If the Bidder has been prequalified to submit a Bid for the Project it shall, if requested by County, submit prior to or with its Bid any certification(s) that the County is authorized to request by the terms of the Prequalification Documents governing the Bidder's prequalification.

**4.1.14 Applicable Laws.** All Bids must be submitted, filed, made and executed in accordance with Applicable Laws relating to bids for contracts of the nature provided for by the Bidding Documents, whether such Applicable Laws are expressly referred to herein or not.

**4.1.15 Non-Transferable.** A Bid is non-transferable.

## **4.2 BID SECURITY**

**4.2.1 Forms of Bid Security.** Each Bid shall be accompanied by a Bid Security in the form of (1) cash, (2) a certified or cashier's check made payable to the County or (3) a Bid Bond (using the form of Bid Bond included in the Bidding Documents) issued by an Admitted Surety, in an amount equal to at least ten percent (10%) of the Bid Amount, as a guarantee that the Bidder, if awarded the Construction Contract, will enter into a Construction Contract with the County and furnish the Performance Bond, Payment Bond and other Post-Award Submittals required by the Bidding Documents. Should the Bidder refuse to enter into the Construction Contract or fail to furnish the Performance Bond, Payment Bond or any other Post-Award Submittal, then the Bid Security shall be forfeited to the County in an amount equal to the difference between the amount of Bidder's Bid Amount and the amount for which the County may

procure the work from another Bidder plus the costs to the County of redrafting, redrawing and republishing the Bidding Documents.

**4.2.2 Retention by County.** The County will have the right to retain the Bid Security of any Bidder to whom an Award is being considered until either (1) the Construction Contract has been executed and the Performance Bond, Payment Bonds and other Post-Award Submittals have been furnished, or (2) all Bids have been rejected.

**4.2.3 Return by County.** Bid Security of an unsuccessful Bidder will be returned no later than ninety (90) Days after the Award by the County. Bid Security of the successful Bidder will be returned upon signing of a Construction Contract by the Bidder and County and submission by Bidder to the County of the Performance Bond, Payment Bond and other Post-Award Submittals in accordance with the requirements of the Bidding Documents.

#### **4.3 SUBMISSION OF BIDS**

**4.3.1 Sealed Envelope.** All copies of the Bidder's Bid, Bid Security and other Bid Submittals shall be enclosed by the Bidder in a sealed opaque envelope. Said envelope, as well as any other, outer envelope or packaging in which said envelope may have been placed by Bidder or the carrier for delivery, shall be addressed and delivered as provided in the Notice Inviting Bids and shall be clearly and conspicuously labeled with the Project name, the Bidder's name and address and the identifying name of the Project as set forth in Paragraph 1.2.1, above.

**4.3.2 Deposit.** Bids shall be hand delivered to, or received by mail at, the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, at any time Monday through Thursday (excepting Holidays) between the hours of 8:00 a.m. to 5:00 p.m. up to the Bid Closing Deadline of 2:00 p.m. on XX/XX/XXXX. Bids must be received at the designated location prior to the Bid Closing Deadline. Bids, or any Bid Submittal comprising a Bid, that is received after the Bid Closing Deadline will be returned unopened.

**4.3.3 Postponement.** The County reserves the right to postpone the Bid Closing Deadline by issuance of an Addendum to the Bidding Documents at any time prior to the Bid Closing Deadline.

**4.3.4 Timely Receipt.** The Bidder assumes full and sole responsibility for timely receipt of its Bid, including its Bid Security and all other Bid Submittals, at the location designated in the Bidding Documents for receipt of Bid.

**4.3.5 Delivery Methods.** Deposit of Bids shall be by hand delivery or mail, only. Oral, telephonic, telegraphic, facsimile or other electronic transmission is not permitted.

#### **4.4 WITHDRAWAL OR RESUBMISSION OF BID**

**4.4.1 Before Bid Closing Deadline.** Prior to the Bid Closing Deadline, a Bid may be withdrawn by notice to the County at the place designated for receipt of Bids stated in the Notice Inviting Bids. Such notice shall be in writing and signed by the Bidder. Partial withdrawal of a Bid or any Bid Submittal is not permitted.

**4.4.2 After Bid Closing Deadline.** Except as otherwise permitted by these Instructions to Bidders, each Bid shall constitute an offer that shall remain open for a period of ninety (90) Days after the Bid Closing Deadline and during that period of time shall not, without the written consent of the County, be modified, withdrawn or canceled by the Bidder.

**4.4.3 Resubmission.** Withdrawn Bids may be resubmitted up to the Bid Closing Deadline.

**4.4.4 Bid Security.** If a Bid is withdrawn and re-submitted, the amount of Bid Security shall be based on the Bid Amount based on the Bid as resubmitted.

**4.5 BID ALTERNATES**

**4.5.1 Alternates.** The Bidding Documents  do  do not include Alternates.

**4.5.2 Bid Form.** If Alternates are included in the Bidding Documents, then a Bid amount for each and every such Alternate shall be included in the spaces provided in the Bid Form for that purpose. If the Bidder determines that the Alternate does not affect the amount of its Base Bid, then the Bidder shall enter "No Change" in the Bid Form.

**4.5.3 Basis for Award.** Where the Bidding Documents include Alternates, the method checked in the box provided below will be used to determine the lowest Bid price (only wording following a checked box applies):

**Award Method #1:** The lowest Bid price shall be the lowest Base Bid price without consideration of the Bidder's prices on the Alternates.

**Award Method #2:** The lowest Bid price shall be the lowest total of the Base Bid price, including the following Alternates, that will be used for the purpose of determining the lowest Bid price:

1.	
2.	
3.	
4.	
5.	

**Award Method #3:** The lowest Bid price shall be the lowest total of the Base Bid price and the following Alternates taken in the order as shown below which, when the Bidder's amount for the Alternate is added to or deducted from such Base Bid price, are less than, or equal to, the funding amount publicly disclosed by the County before the first Bid is opened:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

**Award Method #4:** The lowest Bid price shall be determined in a manner that will prevent any information that would identify any of the Bidders or any of their Subcontractors from being revealed to the County before the ranking of Bidders from lowest to highest has been determined.

**4.5.4 Bid Escrow Provisions.** The following provisions apply only if Subparagraph 4.5.4.1, below, provides that a Bid Escrow will be used for the Project.

.1 **Bid Escrow.** A Bid Escrow  will  will not be used for the Project.

.2 **Escrow Bid Documents.** Escrow Bid Documents, as that term is defined in the General Conditions, shall: (1) be in English; (2) be legible; (3) be detailed and comprehensive, showing a complete breakdown of quantities, prices, productivity calculations, crew sizes, direct and repair labor, plant and equipment usage, general conditions (i.e., direct overhead) costs, indirect overhead and profit and contingencies, and all other numerical factors used to compute the Bid (provided, however, with respect to Bid items having an estimated cost under \$10,000, estimated unit costs are acceptable without detailed cost estimates provided that the indirect costs, contingencies and markups are shown and allocated); (4) if estimates are based, in whole or in part, on a Geological Baseline Report (GBR) or other report on surface or subsurface conditions at the Site, clearly reference any statements, data, opinions or recommendations used or relied upon from the GBR or such other report; and (5) if the Bidder's Bid is based on a price from a Sub-Bidder that exceeds five percent (5%) of the Bid Amount, provide documentation and electronic files from such Sub-Bidder relating to its bid submitted to Bidder that comply with all of the requirements herein for Escrow Bid Documents, in which case such documents and electronic files from such Sub-Bidder shall be considered and submitted by Bidder as part of the Escrow Bid Documents that are required to be submitted pursuant to this Paragraph 4.5.4.

.3 **Deposit with County.** Each of the Bidders submitting the apparent three (3) lowest Bid prices shall place its Escrow Bid Documents in a sealed container, marked on the outside with (1) the words "Escrow Bid Documents", (2) the name of the Project, (3) Bidder's name and (4) the date of submission. The sealed container with the Escrow Bid Documents shall be delivered by such Bidders to the County, at the place for submission of Bids, within twenty-four (24) hours after the Bid Closing Deadline.

.4 **Review by County.** County will review the Escrow Bid Documents of the apparent successful Bidder to ensure that the Escrow Bid Documents comply with the requirements of this Paragraph 4.5.4, and any other requirements of the Bidding Documents relating to use of a bid escrow. Such review shall not constitute approval or acceptance by County of the proposed means, methods, techniques or procedures of the Bidder, confirmation by County that the Escrow Bid Documents comply with the Bidding Documents, nor shall such review or alter any term or condition of the Contract Documents.

.5 **Noncompliance by Bidder.** Failure by Bidder to comply with any of the requirements of this Paragraph 4.5.4 or any other requirements of the Bidding Documents relating to use of a bid escrow shall be grounds for County to determine that the Bidder's Bid is non-responsive. Without limitation to the foregoing, County shall have the right, in the exercise of its sole and absolute discretion, if it finds that the Escrow Bid Documents submitted by a Bidder do not so comply to: (1) direct that the Bidder submit the required documentation and electronic files within twenty-four (24) hours of written request by County; and/or (2) discuss with the Bidder any questions that may exist concerning the Escrow Bid Documents in an effort to clarify and reconcile the information contained in the Escrow Bid Documents.

.6 **Escrow Procedure.** The Escrow Bid Documents of the successful Bidder receiving the Award shall be placed and held in storage at a safe and secure location, at the expense of County, for the duration of the performance of the Work and until the later of (1) ninety (90) Days after Final Completion is achieved or (2) final resolution by settlement or final judgment in legal proceedings of

all disputes relating to the Construction Contract or Work (the "Escrow Bid Documents Storage Period"). Escrow Bid Documents of the unsuccessful Bidders will be returned to them within ninety (90) Days following Award. Upon expiration of the Escrow Bid Documents Storage Period, County shall destroy or return to Bidder, and shall not retain, copies of that Bidder's Escrow Bid Documents. County will take reasonable steps to protect and preserve the Escrow Bid Documents from damage; however, County shall not be liable for damage or loss occasioned by circumstances beyond the reasonable control of County, such as, without limitation, fire or Acts of God.

**.7 Bidder's Warranty and Representation.** Submission by a Bidder of its Escrow Bid Documents shall constitute a warranty and representation by such Bidder that it has no other written documents or electronic files containing information used in computing its Bid that are within the definition of Escrow Bid Documents as defined in the Bidding Documents and that Bidder agrees, in the event it receives Award of the Construction Contract, that it shall have no right to submit or offer into evidence in any legal proceedings in support of any request for Contract Adjustment, Claim or other request for any legal remedy or relief, any documentation or electronic files constituting Escrow Bid Documents that were not included in the Escrow Bid Documents submitted by Bidder.

**.8 Not Contract Documents.** The contents of the Escrow Bid Documents shall not be considered part of the Contract Documents.

**.9 Property Rights, Confidentiality.** The Escrow Bid Documents are, and shall always remain, the property and confidential information of the Bidder, subject to rights of review by the County and Bidder and other Permitted Uses as further described below. To the maximum extent permitted by Applicable Laws, County shall safeguard the Escrow Bid Documents, and all information contained therein, against disclosure and in so doing shall not disclose the Escrow Bid Documents to anyone who is not an employee, attorney or consultant of the County having a reason and need to review the Escrow Bid Documents in connection with one or more of the Permitted Uses.

**.10 Permitted Uses.** The Escrow Bid Documents may be opened, examined and used at any time by County or Bidder (including, without limitation, admission into evidence in any legal proceedings) for the purposes of aiding in an evaluation by County or Bidder, or a resolution by negotiation, settlement or legal proceedings, of a dispute between County and Bidder involving: (1) the submission or content of the Escrow Bid Documents submitted by Bidder; (2) a request by Bidder for relief from its Bid or for relief from any other obligation of Bidder in connection with the bidding process; (3) questions or disputes over the Bidder's right to, or the terms of, a Contract Adjustment; or (4) a Claim or other demand by County or Bidder for a legal remedy or recovery of money ("Permitted Uses"). Escrow Bid Documents shall not be used for any other purpose.

**.11 Examination.** Examination of the Escrow Bid Documents shall be in the presence of a representative of both County and Contractor unless a party fails, after reasonable notice from the party seeking to examine the Escrow Bid Documents, to arrange for a representative to be present, in which case the examination may take place by the requesting party alone. Copies of any portion of the Escrow Bid Documents may be made by either County or Bidder at the time of examination.

## **ARTICLE 6 CONSIDERATION OF BIDS**

### **5.1 OPENING OF BIDS**

All Bids shall be publicly opened and read aloud at the location for receipt of Bids on the Day of the Bid Closing Deadline. Without limitation to the County's right to reject all Bids, if two or more responsive Bids from responsible Bidders are the same and lowest, then the successful Bidder may be chosen by the County.

## 5.2 REJECTION OF BIDS

5.2.1 Rejection of Bid. **Any Bid that is in any way incomplete or irregular is subject to rejection by County.**

5.2.2 Rejection of All Bids. **The County has the right to reject all Bids, with or without extending the opportunity to any Bidder to re-bid.**

## 5.3 WAIVER OF IRREGULARITIES

The County has the right to waive informalities and irregularities in a Bid received or in the bidding process.

## 5.4 AWARD

5.4.1 **Basis of Award.** It is the intent of the County to Award the Construction Contract to the responsible Bidder submitting a Bid in accordance with the requirements of the Bidding Documents for the lowest Bid Amount.

5.4.2 **Notice of Award.** Within fourteen (14) Days following public opening and reading of Bids, the County will issue a Notice of Intent to Award identifying the name of the Bidder to whom the County intends to Award the Construction Contract. Such notice will be mailed to all Bidders submitting a Bid. The County may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.

5.4.3 **Bid Protests.** Any Bidder submitting a Bid to the County may file a protest of the County's proposed Award of the Construction Contract provided that each and all of the following are complied with:

.1 The bid protest is in writing.

.2 The bid protest is both: (1) filed with and received by the Clerk of the Board at the following address, 4080 Lemon St. 1st Floor Riverside, CA 92501, not more than five (5) Days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as afore stated shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.

.3 The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.

.4 Provided that a bid protest is filed in conformity with the foregoing, the Assistant CEO/EDA, or such individual(s) as may be designated by the Assistant CEO/EDA in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the Assistant CEO/EDA or his/her designee shall be final, unless overturned by the Board of Supervisors.



**ARTICLE 6  
POST- AWARD**

**6.1 POST- AWARD SUBMITTALS**

**6.1.1 Construction Contract.** The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the County shall execute the Construction Contract and return it to the County within seven (7) Days after issuance by County to Bidder of the Construction Contract from the County and prior to execution of the Construction Contract by County.

**6.1.2 Other Post-Award Submittals.** Within the time periods set forth below, the Bidder identified in the Notice of Intent to Award as the successful Bidder shall submit the following additional Post-Award Submittals, completed and signed in the manner required by the Bidding Documents, to the County at 44-199 Monroe Street, Suite B, Indio, CA 92201 (Attn: Joaquin Tijerina):

*.1 within ten (10) Days after issuance by County to Bidder of the Notice of Intent to Award and prior to commencement of the Work, such Bidder shall submit to County the following:*

- (1) Performance Bond and Payment Bond (issued by Surety);
- (2) Evidence of Insurance, in the form specified in the Bidding Documents;
- (3) Workers' Compensation Certificate, in the form specified in the Bidding Documents;
- (4) Declaration of Sufficiency of Funds (required only if the Bidder has not entered into a collective bargaining agreement covering the workers to be employed for performance of the Work), in the form specified in the Bidding Documents;

*.2 within twenty-one (21) Days after issuance by County to Bidder of the Notice of Intent to Award, such Bidder shall submit to the County the following:*

- (1) Construction Schedule, prepared by Bidder in the manner required by Section 3.9 of the General Conditions and Section 01030 of the Specifications; and
- (2) Schedule of Values, prepared by Bidder in the manner required by Section 9.3 of the General Conditions and Section 01030 of the Specifications.

**6.1.3 Failure to Submit.** Failure of the successful Bidder to submit any the Post-Award Submittals specified in Paragraphs 6.1.1 and 6.1.2, above, within the time periods specified therein shall be deemed to be a failure or refusal to execute the Construction Contract and shall be cause for forfeiture of such Bidder's Bid Security.

**6.2 BIDDER RESPONSIBILITY**

County reserves the right to request that any Bidder submit, as a condition of Award, information demonstrating that the Bidder and/or any of the Subcontractors listed in the Designation of Subcontractors submitted by Bidder, is financially and in all other respects possessed of the attributes of trustworthiness, as well as quality, fitness, capacity and experience, to satisfactorily perform under the terms and conditions of the Bidding Documents, Contract Documents and its Bid. Bidder shall comply with such request by submitting the information requested within five (5) Days of receipt of County's request. Failure to do so may be treated by County as a grounds to reject Bidder's Bid. Failure by the

County to make such a request shall not constitute a waiver of its right to determine that Bidder or any such Subcontractor is not responsible to perform the Work.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **7.1 BOND REQUIREMENTS**

**7.1.1 Performance and Payment Bonds.** The successful Bidder will be required to furnish: (1) a Performance Bond in the form included in the Bidding Documents guaranteeing faithful performance of all obligations under the Construction Contract; and (2) a Payment Bond that complies with the requirements of Civil Code Section 9554 in the form included in the Bidding Documents. The penal sums of the Performance Bond and Payment Bond shall each be initially in the amount of one hundred percent (100%) of the Contract Price. The penal sum shall be increased for Contract Adjustments increasing the Contract Price that are authorized by Change Order or Unilateral Change Orders.

**7.1.2 Cost of Bonds.** The cost of Performance Bonds and Payment Bonds shall be deemed included in the amount of a Bidder's Bid.

**7.1.3 Surety.** Both the Performance Bond and Payment Bond shall be issued by an Admitted Surety. The Surety on the Performance Bond shall have an A.M. Best's Insurance Rating of A:VIII (A:8) or better.

### **7.2 TIME OF DELIVERY AND FORM OF BONDS**

**7.2.1 Submission by Bidder.** Within the time period set forth in Subparagraph 6.1.2.1, above, the successful Bidder shall deliver the required Performance Bond and Payment Bond to the County fully executed and issued by the Bidder's Surety(ies).

**7.2.2 Execution of Bonds.** Notary acknowledgements of the signatures of the Bidder and Surety(ies) is required. The attorney-in-fact who executes the required Performance Bond or Payment Bond on behalf of a Surety shall affix thereto a certified and current copy of the power of attorney authorizing such attorney-in-fact to execute same on behalf of such Surety.

## **ARTICLE 7 CONSTRUCTION CONTRACT**

### **8.1 Execution of Contract**

The successful Bidder shall execute the Construction Contract in the form included in the Bidding Documents.

### **8.2 BOARD APPROVAL**

The Construction Contract shall not be binding upon the County until it has been awarded by the Assistant CEO/EDA or Board of Supervisors, and executed by the Board Chair, or designee.

## BID FORM

**TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:**

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

Bidder: \_\_\_\_\_

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

East County Emergency Operations Center, Project No.: FM08110000280

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions;** and
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Base Bid price of (state in figures) \$ \_\_\_\_\_ (state in words) \_\_\_\_\_ dollars  
and \_\_\_\_\_ cents.

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate #1: No Alternates at this time.</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate #2: No Alternates at this time.</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate #3: No Alternates at this time.</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate #4: No Alternates at this time.</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate #5: No Alternates at this time.</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	

**THE UNDERSIGNED BIDDER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:**

1. Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of ninety (90) Days after the Bid Closing Deadline (as defined in the Bidding Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn or canceled by the Bidder.

2. Bidder adopts and incorporates into this Bid all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.

3. The Bid Security submitted by Bidder is given as a guarantee that if Award of the Construction Contract that is the subject of this Bid is made to Bidder that Bidder will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Bidder is required to submit under the terms of the Bidding Documents, and in the event that the Bidder fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Bid and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).

4. Capitalized terms used in this Bid Form shall have the meanings assigned to them in the Bidding Documents.

**Individual Bidder**

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

By: \_\_\_\_\_  
(signature)

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

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

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

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

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

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

Business E-mail: \_\_\_\_\_

**Corporation Bidder**

Corporate Name  
of Bidder: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

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

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

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

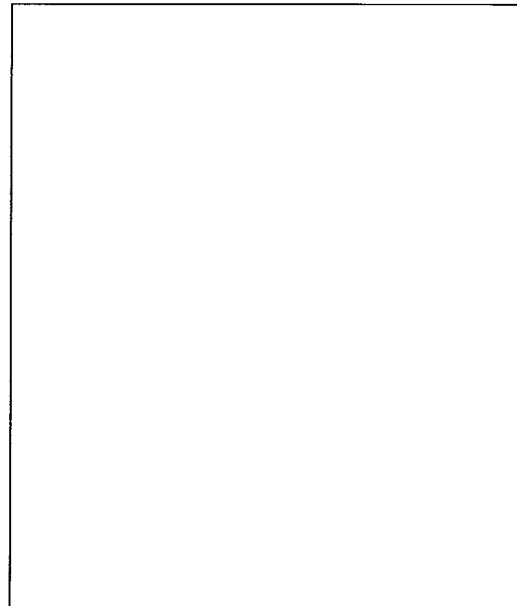
Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Partnership Bidder**

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

By: \_\_\_\_\_  
(signature)

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

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

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

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

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

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

Business E-mail: \_\_\_\_\_

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

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

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

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

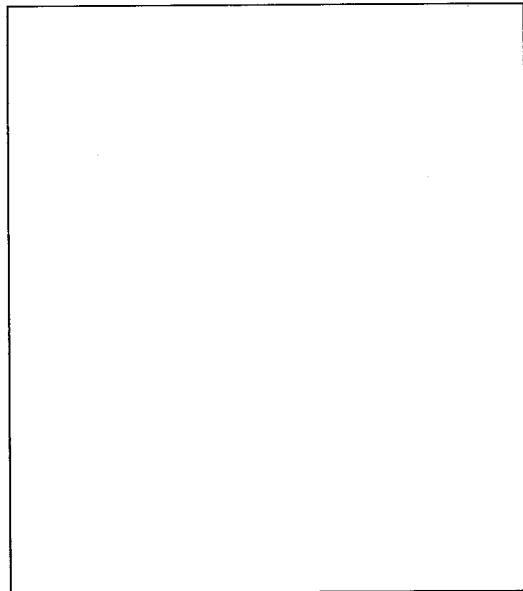
Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Joint Venture Bidder**

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

By: \_\_\_\_\_  
(signature)

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

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

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

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

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

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

Business E-mail: \_\_\_\_\_

If additional joint venture partners are signing, attach additional sheets setting forth the above signature information for each signing joint venture partner.

If the joint venture partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate joint venture partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

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

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

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

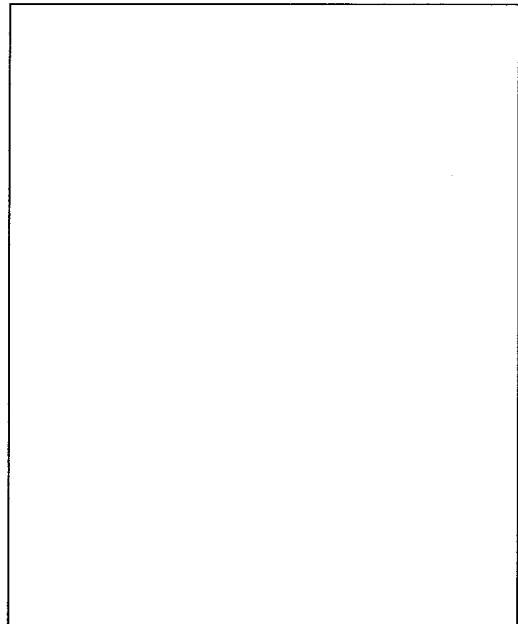
Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation





Project No. \_\_\_\_\_

Bond No. \_\_\_\_\_

**BID BOND**

(Public Work – Public Contract Code Section 20129 (a))

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned \_\_\_\_\_ (“Principal”) is herewith submitting to the County of Riverside (“County”) a Bid dated \_\_\_\_\_ 20\_\_, in the amount of

(\$ \_\_\_\_\_) [Enter amount of Principal’s Bid Amount, as defined in the Instructions to Bidders] (“Bid Amount”) for the award by County to Principal of a contract (“Contract”) for the following: East County Emergency Operations Center, Project No.: FM08110000280 (“Project”);

AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 (“Admitted Surety”);

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County’s bidding documents governing the bidding process applicable to such Bid (“Bidding Documents”) enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety’s liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several 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.

**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Principal)**

\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

By \_\_\_\_\_  
**(Original Signature)**

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

\_\_\_\_\_  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

By \_\_\_\_\_  
**(Original Signature)**  
**ATTORNEY-IN-FACT**

\_\_\_\_\_

**Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached**

## BID SECURITY RECEIPT

The undersigned Bidder has submitted as Bid Security for its Bid in the form of (check appropriate box):

- Bid Bond executed by an Admitted Surety, made payable to the County of Riverside,
- cash,
- cashier's check payable to the order of the County of Riverside, or
- certified check payable to the order of the County of Riverside,

in the amount of \_\_\_\_\_  
dollars/\_\_\_\_\_ cents (\$\_\_\_\_\_), which amount is equal to ten percent (10%)  
of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name of Signer

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Subcontractor License Number</u>	<u>Location</u>

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

\_\_\_\_\_ (Name of Bidder)

By: \_\_\_\_\_  
(Signature of Bidder)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

(Public Contract Code Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or 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.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

\_\_\_\_\_  
[Signature of Declarant]

\_\_\_\_\_  
[Printed Name of Person Signing]

\_\_\_\_\_  
[Name of Bidder]

\_\_\_\_\_  
[Office or Title]

# Iran Contracting Act

(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

## **Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Project No. FM08110000280

Bond No. \_\_\_\_\_

## **PAYMENT BOND**

(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on \_\_\_\_\_, 20\_\_, has awarded Construction Contract Number \_\_\_\_\_ ("Contract") to the undersigned \_\_\_\_\_ as Principal ("Principal") to perform the work ("Work") for the following project East County Emergency Operations Center, Project No.: FM08110000280;

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.



Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Principal)**

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

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_  
**(Original Signature)**

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

\_\_\_\_\_  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

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

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_  
**(Signature – Attached Notary's Acknowledgment)**

\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
**(Title-Attach Power of Attorney)**

**Note:** Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

Project No. FM08110000280

Bond No. \_\_\_\_\_

## **PERFORMANCE BOND**

(Public Work – Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on \_\_\_\_\_, 20\_\_, has awarded Construction Contract Number \_\_\_\_\_ ("Contract") to the undersigned \_\_\_\_\_ as Principal ("Principal") to perform the work ("Work") for the following project: East County Emergency Operations Center, Project No.: FM08110000280, which Contract is by this reference hereby incorporated herein and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Principal)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_  
**(Original Signature)**

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

\_\_\_\_\_  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**(Business Address)**

**By** \_\_\_\_\_  
**(Signature – Attached Notary's Acknowledgment)**

\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
**(Title-Attach Power of Attorney)**

**Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS'**  
**COMPENSATION**

Labor Code Section 3700 states:

"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 by 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 employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, 'state' shall include the superior courts of California."

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

\_\_\_\_\_  
(Name of Contractor)

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

\_\_\_\_\_  
(Name of Signer)

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

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of \_\_\_\_\_ (“Bidder”) with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder’s employer identification number for state tax purposes is \_\_\_\_\_.
2. The Bidder’s workers’ compensation insurance policy number is \_\_\_\_\_ and the name, address, and telephone number of the insurance carrier providing said insurance is: \_\_\_\_\_  
\_\_\_\_\_.

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder’s Bid [Insert information requested. Attach additional sheets, if needed.]:

<b>Vehicle</b>	<b>Vehicle ID #</b>	<b>Vehicle. Liability Insurance Policy Number (of policy covering vehicle)</b>	<b>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</b>

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder’s Bid [If no such housing will be provided, enter “none”]: \_\_\_\_\_  
\_\_\_\_\_

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

<i><b>Total Number of Workers</b></i>	<i><b>Total Amount of Wages</b></i>	<i><b>Date(s) for Payment of Wages</b></i>

6. Check only one of the following boxes, as applicable:

The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<i><b>List of Independent Contractors</b></i>	<i><b>Current, local, state and federal contractor license identification number</b></i>

8. Check only one of the following boxes, as applicable:

The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized.

The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent contractors that will be utilized, and if and when the actual number of independent contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Type Name of Signer:

\_\_\_\_\_  
Type Name of Bidder:



## SUBSTITUTION REQUEST FORM

ONLY ONE (1) REQUEST FOR SUBSTITUTION FOR EACH PRODUCT WILL BE CONSIDERED.  
USE A SEPARATE SUBSTITUTION REQUEST FORM FOR EACH PROPOSED SUBSTITUTION.

**TO:** COUNTY OF RIVERSIDE  
**PROJECT:** East County Emergency Operations Center  
**PROJECT NO.:** FM08110000280

Bidder requests Substitution of the following material, product, thing or service:

<b>Specification Section</b>	<b>Article No.</b>
<b>Specified Item</b>	<b>Address</b>
<b>Manufacturer's Name</b>	<b>Model or Catalog Number</b>
<b>Trade Name of Product</b>	<b>Specified Fabricators and Suppliers</b>

For each proposed Substitution, list below where in the Specifications the item to be replaced is currently specified, the item specified in the Specifications and that is proposed to be replaced by the Substitution and a brief description of the proposed Substitution:

Specification Reference	Specified Item	Proposed Substitution

**Respond to each of the following questions, attaching additional sheets if required:**

In the case of a manufactured material, product or thing, does the manufacturer certify that the proposed Substitution is appropriate for use as an "equal" to the material, product, or thing specified?

Yes       No

If so, attach such certification.

Are maintenance services available?

Yes       No

If so, describe scope and terms, including any limitations on maintenance services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are replacements materials, products or things, and all parts thereof, available?

Yes       No

Contractor agrees to provide specified item in the event this Substitution Request is denied?

Yes       No

Does the Substitution affect dimensions shown On Drawings?

Yes       No

If so, clearly describe changes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will you pay for changes to the building design, including architectural, engineering and detailing costs caused by the acceptance of the requested Substitution?

Yes       No

Would the Substitution, if used, affect any other trades?

Yes       No

If so, describe each affect: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Would the Substitution, if used, affect your ability to meet The time periods for construction required by the Bidding Documents?

Yes       No

If so, describe each affect: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there any differences between Substitution and specified item?

Yes       No

If so, describe each difference: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are the manufacturer's guarantees and warranties of the  
Substitution and the specified item the same?  Yes  No

If so, describe each difference or attach copy of all written guarantees and warranties provided for the  
Substitution : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach complete product data, including but not limited to laboratory tests, approval numbers, research  
report numbers, listings, and approved assembly descriptions as specified in Section \_\_\_\_\_ of  
the Specifications or as required by Governmental Authorities under Applicable Laws.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**County**

\_\_\_\_\_  
By

\_\_\_\_\_  
Reviewed by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Remarks

\_\_\_\_\_  
**Design Consultant**

\_\_\_\_\_  
Reviewed by:

**SPACE RESERVED FOR COUNTY USE ONLY:**

Decision on Substitution Request:  Grant  Deny

SECTION 00004

CONSTRUCTION LONG FORM CONTRACT



**STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN  
COUNTY AND CONTRACTOR**

by and between

**| CONTRACTOR'S NAME |**

(the "Contractor")

And

**THE COUNTY OF RIVERSIDE**

(the "County")

FOR:

**| EAST COUNTY EMERGENCY OPERATIONS CENTER – AV BID PACKAGE**

**PROJECT NO.: FM08110000280 |**

**| PROJECT ADDRESS: 82695 DR. CARREON BLVD., INDIO, CA 92201 |**

**STANDARD FORM OF CONSTRUCTION CONTRACT**  
**BETWEEN COUNTY AND CONTRACTOR**

**THIS STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR** ("Agreement") is entered into on this [text] day of [text], 20[xx] by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and [text], a [text] ("Contractor") whose principal place of business is located at [text], [text], [text].

**ARTICLE 1**  
**DEFINITIONS**

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

**ARTICLE 2**  
**PERFORMANCE OF WORK**

**2.1 SCOPE OF WORK**

Contractor shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**2.2 STANDARD OF PERFORMANCE**

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

- 2.2.1** The requirements of the Contract Documents;
- 2.2.2** The requirements and conditions of Applicable Laws;
- 2.2.3** The standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;
- 2.2.4** Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
- 2.2.5** Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

**ARTICLE 3  
CONTRACT TIME**

**3.1 CONTRACT TIME**

**3.1.1 Substantial Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than ~~text~~ (xx) Days after the Date of Commencement.

**3.1.2 Final Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than ~~text~~ (xx) Days after the actual occurrence of Substantial Completion.

**3.1.3 Contract Adjustments.** The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

**3.2 LIQUIDATED DAMAGES TO COUNTY**

**3.2.1 County's Right.** County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.

**3.2.2 Per Diem Rate.** If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of ~~Three Thousand~~ Dollars (\$3,000) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

**3.2.3 Adjustment for Extensions of Time.** Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.

**3.2.4 Partial Completion.** The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.

**3.2.5 Remedies.** County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

**3.2.6 Not a Limitation.** County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

### **3.3 LIQUIDATED DAMAGES TO CONTRACTOR**

**3.3.1 Contractor's Right.** County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

**3.3.2 Daily Rate.** Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of One Thousand Dollars (\$1000) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

**3.3.3 Payment by County.** A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.

**3.3.4 Deleted Work.** A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.

**3.3.5 Termination.** County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.

**3.3.6 Exclusive Remedy.** Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

### **3.3.7 WAIVER BY CONTRACTOR.**

**CONTRACTOR WAIVES THE RIGHT TO FURTHER RECOURSE OR RECOVERY OF COSTS OR DAMAGES BY REASON OF OR RELATED TO ANY DELAY (INCLUDING, WITHOUT LIMITATION, COMPENSABLE DELAY) THAT IS IN EXCESS OF OR NOT RECOVERED BY CONTRACTOR AS PART OF THE LIQUIDATED DAMAGES PAYABLE TO CONTRACTOR UNDER THIS SECTION 3.3.**

**ARTICLE 4  
CONTRACTOR COMPENSATION**

**4.1 CONTRACT PRICE**

**4.1.1 Contract Price.** County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of text Dollars (\$xx).

**4.1.2 Basis.** The Contract Price set forth in Paragraph 4.1.1, above, is based on the Bid submitted by Contractor as adjusted for Alternates accepted by County as set forth in Section 4.2, below.

**4.1.3 Adjustments.** The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

**4.1.4 All-Inclusive Price.** The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

**4.2 ALTERNATES**

The Contract Price includes the following Alternates, which are described in the Contract Documents and are hereby accepted by County:

Number	Description	Dollar Amount

**4.3 UNIT PRICES**

Unit prices agreed to by County and Contractor are as follows:

Description	Measurement Unit	Dollar Amount



**ARTICLE 5  
ENUMERATION OF CONTRACT DOCUMENTS**

**5.1 LIST OF CONTRACT DOCUMENTS**

The Contract Documents include, without limitation, the following:

**5.1.1 Construction Contract.** The Contract Documents include this executed Standard Form of Construction Contract Between County and Contractor.

**5.1.2 General Conditions.** The Contract Documents include the  General Conditions of the Standard Form of Construction Contract Between County and Contractor (Long Form) or  General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).

**5.1.3 Specifications.** The Contract Documents include the following Specifications:

Title	Date	Divisions
SEE EXHIBIT 'A ' WITH TABLE OF CONTENTS FOR SPECIFICATIONS AS APPROVED BY BOARD OF SUPERVISORS ON [Date] AND INCORPORATED HEREIN.		

**5.1.4 Drawings.** The Contract Documents include the following Drawings dated [text], 20xx, unless a different date is shown below:

Sheet Number	Title	Date	Pages
SEE EXHIBIT 'B' WITH LIST OF DRAWINGS INCLUDED IN SPECIFICATIONS APPROVED BY BOARD OF SUPERVISORS ON [Date] AND INCORPORATED HEREIN.			

**5.1.1 Addenda.** The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages

**5.1.1 Reference Documents.** The Contract Documents include the following Reference Documents:

Title	Author	Date	Pages

**5.1.1 List Other Contract Documents, if any**

**ARTICLE 6  
SPECIAL REQUIREMENTS**

**6.1 LABOR CODE SECTION 1861 CERTIFICATION**

By signing below, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California 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 the California Labor Code, and that he/she/it will comply with such provisions before commencing the performance of the Work.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed four (4) originals of this Construction Contract, on \_\_\_\_\_ [to be filled in by Clerk of the Board].

**[SIGNATURES ON FOLLOWING PAGE (PM'S PLEASE EDIT THE POSITIONING OF THIS STATEMENT ACCORDINGLY AND DELETE THIS NON-BOLDED TEXT AFTERWARD)]**

"COUNTY"

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Title: Chairperson, Board of Supervisors

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Deputy Director  
  
Economic Development Agency  
  
Address:  
Economic Development Agency  
Riverside Centre  
3403 Tenth Street, 4th Floor  
Riverside, CA 92501

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

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

(SEAL)

"CONTRACTOR"

\_\_\_\_\_  
\_\_\_\_\_  
(sign on line above)

By: \_\_\_\_\_  
(type name)

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

The following information must be provided concerning the Contractor:

State whether Contractor is corporation, individual, partnership, joint venture or other:  
\_\_\_\_\_

If "other", enter legal form of business:  
\_\_\_\_\_

Enter address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Employer State \_\_\_\_\_  
Tax ID #: \_\_\_\_\_

State Contractor License #: \_\_\_\_\_

If Contractor is not an individual or corporation, list names of 4 representatives who have authority to contractually bind Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Contractor is a corporation, state:  
Name of President: \_\_\_\_\_  
Name of Secretary: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
\_\_\_\_\_

**SECTION 00005**  
**GENERAL CONDITIONS OF**  
**THE STANDARD FORM CONSTRUCTION CONTRACT**  
**BETWEEN COUNTY AND CONTRACTOR**

(LONG FORM)

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**GENERAL CONDITIONS OF**  
**THE STANDARD FORM CONSTRUCTION CONTRACT**  
**BETWEEN COUNTY AND CONTRACTOR**

(LONG FORM)

**ARTICLE 1**  
**GENERAL PROVISIONS**

**1.1 DEFINITIONS**

1.1.1 **Acceptance.** "Acceptance" means the point that the Project is formally accepted by the Board of Supervisors and a Notice of Completion is recorded by County.

1.1.2 **Act of God.** "Act of God" means earthquake, natural flood, tornado or other unusually severe natural or weather phenomenon occurring at the Site and causing Delay to performance of the Work at the Site; provided, however, that precipitation and winds shall not be an Act of God unless it exceeds in any given month the 10-year average of monthly levels as established by the National Oceanic and Atmospheric Administration ("NOAA") according to NOAA's records of measurable precipitation and winds taken at NOAA's recording station located within the Riverside County basin area that is nearest to the Site.

1.1.3 **Addendum.** "Addendum" means written or graphic information (including, without limitation, Drawings or Specifications) issued prior to the Bid Closing Deadline, which modifies or interprets the Bidding Documents by additions, deletions, clarifications or corrections.

1.1.4 **Admitted Surety.** "Admitted Surety" means a surety insurer that is duly certified pursuant to California Insurance Code §995.120 to transact business as a surety in the State of California.

1.1.5 **Allowable Costs.** "Allowable Costs" means those costs listed in Paragraph 7.7.3, below, that are used in calculating Contract Adjustments to the Contract Price.

1.1.6 **Allowable Markups.** "Allowable Markups" means those percentage markups listed in Paragraph 7.7.5, below, used in calculating Contract Adjustments to the Contract Price.

1.1.7 **Alternate.** "Alternate" means a proposed alternative described in the Bidding Documents adding to, or deleting from, the Bidding Documents a particular material, system, product or method of construction.

1.1.8 **Applicable Laws.** "Applicable Laws" means all statutes, ordinances, rules, regulations, policies and guidelines enacted by Governmental Authorities (including, without limitation, Environmental Laws and Disability Laws), codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts of the State of California, which are in effect at the time the Work is performed.

1.1.9 **Application for Payment.** "Application for Payment" means Contractor's itemized application for Progress Payment or Final Payment prepared, submitted and substantiated in accordance with the requirements of the Contract Documents.

1.1.10 **Architect.** "Architect" means the design professional retained by County that is primarily responsible for the preparation of the Drawings and Specifications for the Project.

1.1.11 **Assistant CEO/EDA.** "Assistant CEO/EDA" means the Assistant CEO for the Economic Development Agency, or his/her designee.

1.1.12 **Award.** "Award" means either (1) a minute order duly adopted by the Board of Supervisors approving County's entering into the Construction Contract with Contractor or (2) execution of the Construction Contract by the Clerk of the Board.

1.1.13 **Base Bid.** "Base Bid" means the sum of money stated in a Bid for which the Bidder proposes to perform the Work, exclusive of adjustments for Alternates.

1.1.14 **Bid.** "Bid" means the completed and signed Bid Form and other Bid Submittals submitted by a Bidder to County in response to the Notice Inviting Bids and in accordance with the Instructions to Bidders.

1.1.15 **Bid Amount.** "Bid Amount" means the dollar amount that is used as the basis for determining which Bidder has submitted the lowest Bid price for purposes of Award pursuant to the County's chosen method of Award set forth in Paragraph 4.5.3 of the Instructions to Bidders.

1.1.16 **Bid Bond.** "Bid Bond" means alternative form of Bid Security submitted by a Bidder that consists of a surety bond issued by a Surety.

1.1.17 **Bid Closing Deadline.** "Bid Closing Deadline" means the deadline (date and time) for receipt of Bids by County that is stated in the Bidding Documents, as adjusted by Addendum.

1.1.18 **Bid Form.** "Bid Form" means the form prescribed by the Bidding Documents to be completed and signed by a Bidder showing the dollar amount(s) of its Bid.

1.1.19 **Bid Security.** "Bid Security" means a deposit of cash, certified or cashier's check or bond submitted by a Bidder in accordance with the Bidding Documents guaranteeing that if Award is made to the Bidder, the Bidder will enter into the Construction Contract and furnish the Performance Bond and Payment Bond and other Post-Award Submittals.

1.1.20 **Bid Submittal.** "Bid Submittal" means a document that Bidder is required by the Bidding Documents to submit with or as part of its Bid.

1.1.21 **Bidder.** "Bidder" means a person or entity submitting a Bid for Award of the Construction Contract.

1.1.22 **Bidding Documents.** "Bidding Documents" means the following collection of documents prepared and issued by County relating to the Project:

- .1 Notice Inviting Bids;
- .2 Instructions to Bidders;
- .3 Bid Form;
- .4 Standard Form of Construction Contract Between County and Contractor (unsigned);
- .5 General Conditions to Standard Form of Construction Contract Between County and Contractor (Long Form);
- .6 Specifications;
- .7 Plans and Drawings;
- .8 Addenda;
- .9 Reference Documents;
- .10 Safety Program; and

.11 those documents, or those portions or provisions of documents, that, although not listed in Subparagraph 1.1.22.2 through Subparagraph 1.1.22.10, above, are expressly cross-referenced therein or attached thereto, including, without limitation, all documents submitted by Contractor as part of its Bid or Post-Award Submittals.

1.1.23 **Board of Supervisors.** "Board of Supervisors" means the Board of Supervisors for the County of Riverside.

1.1.24 **Change.** "Change" means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any cause or circumstances, including, without limitation, either directly at the request of County or constructively by reason of other circumstances. Use of the term "Change," in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to a Contract Adjustment on any basis other than as permitted by the terms of the Contract Documents for Compensable Change, Deleted Work or Compensable Delay.

1.1.25 **Change Order.** "Change Order" means a written instrument, signed in accordance with the requirements of the General Conditions, setting forth the agreement of County and Contractor on the terms of a Contract Adjustment.

1.1.26 **Change Order Request.** "Change Order Request" means Contractor's written request for a Contract Adjustment pursuant to Paragraph 7.6.2, below.

1.1.27 **Claim.** "Claim" means a written demand or assertion by Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims for personal injury or death; (2) stop payment notice claims; (3) a determination of the right of County to specific performance or injunctive relief to compel performance; (4) a determination of the right of County to suspend, revoke or limit the Contractor's Prequalification status or rating or to debar Contractor from bidding or contracting with County; or (5) a determination of the right of County under Applicable Laws to terminate the Construction Contract and/or recovery of penalties imposed upon Contractor for violation of statutory obligations under Public Contract Code §4100 *et seq.*

1.1.28 **Close-Out Documents.** "Close-Out Documents" means all Record Documents, warranties, guarantees, technical information, operations manuals, replacement parts, excess and attic stock and other documents (including, without limitation, electronic versions and hard copies) and things required to be submitted by Contractor under the Contract Documents as a condition of Final Completion or Final Payment.

1.1.29 **Compensable Change.** "Compensable Change" means circumstances involving the performance of Extra Work:

.1 that are the result of

(1) Differing Site Conditions,

(2) amendments or additions to Applicable Laws, which amendments or additions are enacted after the Bid Closing Deadline,

(3) a Change requested by County in accordance with the conditions of authorization applicable to Compensable Changes set forth in Article 7, below, or

(4) other circumstances involving a Change in the Work for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment to the Contract Price;

.2 that are not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, or violation of an Applicable Law, or by a failure of Contractor or a Subcontractor, of any Tier, to comply with the Contract Documents;

.3 for which a Contract Adjustment is neither prohibited by nor waived under the terms of the Contract Documents; and

.4 that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such circumstances.

1.1.30 **Compensable Delay.** "Compensable Delay" means a Delay to the critical path of activities affecting Contractor's ability to achieve Substantial Completion of the entirety of the Work within the Contract Time:

.1 that is the result of

- (a) A Compensable Change,
- (b) The active negligence of County, Architect, a County Consultant or a Separate Contractor,
- (c) A breach by County of an obligation under the Contract Documents, or
- (d) Other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment adjusting the Contract Price;

.2 that is not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, or a violation of an Applicable Law, or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; and

.3 for which a Contract Adjustment to the Contract Time is neither prohibited by nor waived under the terms of the Contract Documents.

1.1.31 **Construction Change Directive.** "Construction Change Directive" means a written instrument signed in accordance with the requirements of Article 7, below, that: (1) directs the performance of a Change that does not involve a Contract Adjustment; (2) establishes a mutually agreed basis for compensation to Contractor for a Compensable Change under circumstances where performance of the Compensable Change needs to proceed in advance of the County performing a full evaluation of the Contractor's rights relative to a Contract Adjustment; or (3) directs performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.

1.1.32 **Construction Contract.** "Construction Contract" means the written form of Standard Form of Construction Contract Between County and Contractor included in the Bidding Documents signed by County and Contractor.

1.1.33 **Construction Schedule.** "Construction Schedule" means the detailed, critical path schedule prepared by Contractor in accordance with the requirements of the Contract Documents showing Contractor's plan for performance of the Work within the Contract Time.

1.1.34 **Contract Adjustment.** "Contract Adjustment" means an adjustment, additive or deductive, to the Contract Price or Contract Time that is permitted by the Contract Documents due to circumstances constituting a Compensable Change, Compensable Delay or Deleted Work.

1.1.35 **Contract Documents.** "Contract Documents" means the following collection of documents:

- .1 Construction Contract;
- .2 Addenda;
- .3 General Conditions;

- .4 Specifications;
- .5 Plans and Drawings;
- .6 Modifications;
- .7 Reference Documents;
- .8 Change Orders;
- .9 Unilateral Change Orders;
- .10 Construction Change Directives;
- .11 Safety Program;
- .12 other documents that comprise exhibits, attachments or riders to the documents listed in preceding Subparagraph 1.1.35.1 through Subparagraph 1.1.35.11, above;
- .13 executed Declaration of Sufficiency of Funds;
- .14 executed Non-Collusion Declaration; and
- .15 if the Bidding Documents limit bidding to Prequalified Bidders, those written representations, obligations or responsibilities made, acknowledged or assumed by the Bidder as part of the applicable Prequalification conducted by County, including, without limitation, any continuing obligations assumed by Contractor to disclose false or misleading information, report changes in ownership or management and comply with minimum safety requirements.

1.1.36 **Contract Price.** "Contract Price" means the dollar amount set forth in the Construction Contract as the total compensation payable by County to Contractor for complete performance by Contractor in accordance with the Contract Documents of the Work and other obligations assumed by Contractor under the Contract Documents.

1.1.37 **Contract Time.** "Contract Time" means the total number of Days set forth in the Construction Contract within which Contractor is obligated to achieve Substantial Completion and/or Final Completion of the Work, as extended or shortened by Contract Adjustments.

1.1.38 **Contractor.** "Contractor" means the person or entity identified by County as the Bidder receiving Award of the Construction Contract.

1.1.39 **Contractor Amount.** "Contractor Amount" means the component amount calculated on behalf of Contractor pursuant to Paragraph 15.1.5, below, that is used to determine the total net amount payable to Contractor or County in the event of a partial or full termination or discontinuance of the Work.

1.1.40 **Contractor's Own Expense.** "Contractor's Own Expense" means that Contractor agrees to assume sole responsibility to pay and be responsible for any resulting or associated Loss and Delay, without any Contract Adjustment and without any other form of compensation or reimbursement, of any kind, by County.

1.1.41 **County.** "County" means the County of Riverside, a political subdivision of the State of California.

1.1.42 **County Amount.** "County Amount" means the component amount calculated on behalf of County pursuant to Paragraph 15.1.5, below, that is used to determine the total net amount payable to Contractor or County in the event of a partial or full termination or discontinuance of the Work.

1.1.43 **County Consultant.** "County Consultant" means a consultant, other than Architect, engaged by County (or engaged as a subconsultant to the Architect or a County Consultant) to provide professional advice to County with respect to the design, construction or management of the Project.

1.1.44 **County Review Date.** "County Review Date" means an end date set forth in the Construction Schedule or Submittal Schedule within which County, Architect or a County Consultant is to provide information, review documents or render decisions, approvals or disapprovals.

1.1.45 **County Review Period.** "County Review Period" means a period of time set forth in the Construction Schedule or Submittal Schedule within which County, Architect or a County Consultant is to provide information, review documents or render decisions, approvals or disapprovals.

1.1.46 **County Risk Manager.** "County Risk Manager" means the individual employee of the County acting as its risk manager.

1.1.47 **County Website.** "County Website" means the website maintained by County at <http://www.rivcoeda.org>.

1.1.48 **Date of Commencement.** "Date of Commencement" means the starting date used for calculation of the Contract Time, and is the date, no earlier than the first working day following issuance of the Notice to Proceed, that is fixed in the Notice to Proceed issued by the County or, if no Notice to Proceed is issued, the Day that the Contractor actually commences Work at the Site in accordance with Paragraph 8.1.1, below.

1.1.49 **Day.** "Day", whether capitalized or not, and unless otherwise specifically provided, means calendar day, including weekends and Holidays.

1.1.50 **Declaration of Sufficiency of Funds.** "Declaration of Sufficiency of Funds" means the declaration, in the form included in the Bidding Documents, required to be submitted by Contractor under circumstances where Contractor has not executed a collective bargaining agreement covering the workers who will be employed to perform the Work.

1.1.51 **Defective Work.** "Defective Work" means materials, equipment, labor, workmanship, construction services or other construction work comprising the Work by Contractor or a Subcontractor that (1) is faulty, omitted, incomplete, or deficient, or (2) does not conform to Applicable Laws, the Contract Documents, or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

1.1.52 **Delay.** "Delay" means any circumstances involving delay, disruption, hindrance or interference.

1.1.53 **Deleted Work.** "Deleted Work" means Work that is eliminated or its scope or cost reduced pursuant to a Change Order or Unilateral Change Order.

1.1.54 **Department of Industrial Relations.** "Department of Industrial Relations" means The Department of Industrial Relations of the State of California.

1.1.55 **Design Discrepancy.** "Design Discrepancy" means an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws contained in the Bidding Documents, Contract Documents, Reference Documents or other information made available by County to Contractor prior to or after the Bid Closing Deadline.

1.1.56 **Design Documents.** "Design Documents" means all originals, copies and drafts of plans, drawings, tracings, specifications, programs, reports, calculations, presentation materials, models, building information models and other writings or materials containing designs, specifications or engineering information related to the Work or Project prepared by Architect, County Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term "Design Documents" includes both the written documents and all building and other designs depicted therein.



1.1.57 **Design Intent.** "Design Intent" means the general intended design objectives of the Design Documents prepared by Architect and County Consultants, as described in Paragraph 1.2.1, below.

1.1.58 **Designation of Subcontractors.** "Designation of Subcontractors" means the list of proposed Subcontractors prepared by the Bidder pursuant to California Public Contract Code §§4100 et seq.

1.1.59 **Differing Site Condition.** "Differing Site Condition" means an unforeseen condition that constitutes a basis for Contract Adjustment pursuant to Paragraph 4.3.8, below.

1.1.60 **Disability Laws.** "Disability Laws" means applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government Authority, which regulate, relate to or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities, including, without limitation, the Americans with Disabilities Act (42 USCA §§ 12101 et seq.) and the Fair Housing Amendments Act of 1988 (42 USCA §§ 3604 et seq.).

1.1.61 **Discovery Date.** "Discovery Date", generally used in reference to Contractor's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates that Contractor or any Subcontractor either: (1) discovered such facts, conditions or circumstances; or (2) should have discovered such facts, conditions or circumstances in the exercise of the level of care required by the terms of the Standard of Performance.

1.1.62 **Drawings.** "Drawings" means graphic and pictorial documents showing the design, location and dimensions of the Project, and generally includes plans, elevations, subparagraphs, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans".

1.1.63 **EDA.** "EDA" means the Economic Development Agency for the County of Riverside.

1.1.64 **Environmental Laws.** "Environmental Laws" means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees and permits or other requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), environmental protection (natural or manmade resources), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Substances Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§ 4821 et seq.]; the Federal Endangered Species Act, the California Endangered Species Act, the Migratory Bird Treaty Act, the National Environmental Policy Act, the California Environmental Quality Act, Porter Cologne Water Quality Act (California Water Code §§ 13000 et seq), and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.

1.1.65 **Escrow Agent.** "Escrow Agent" means an entity serving as escrow agent pursuant to California Public Contract Code §22300 in connection with the deposit of securities or retention.

1.1.66 **Escrow Bid Documents.** "Escrow Bid Documents" means all written documentation and electronic files reflecting the basis for and calculation of a Bid, including, without limitation, estimates, quantity take-offs, price quotations, product data, pricing data, memoranda, narratives, add/deduct sheets and reports (including, without

limitation, reports on conditions at, under, or in the vicinity of the Site). The term "Escrow Bid Documents" does not include copies of Bidding Documents if they are not needed to comply with the requirements of the Bidding Documents applicable to submission of Escrow Bid Documents.

**1.1.67 Event of Contractor Default.** "Event of Contractor Default" means any of the events constituting default by Contractor as set forth in Paragraph 15.1.1, below.

**1.1.68 Evidence of Insurance.** "Evidence of Insurance" means the statement, completed by Bidder in the form included in the Bidding Documents, evidencing the Bidder's compliance with the insurance requirements of the Bidding Documents.

**1.1.69 Excusable Delay.** "Excusable Delay" means a Delay, other than a Compensable Delay, to Contractor's ability to achieve Substantial Completion or Final Completion of the Work within the Contract Time that is: (1) not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; (2) unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractors, of every Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or a Subcontractor, of any Tier, nor any failure by a Subcontractor, of any Tier, to perform any obligation imposed by contract or Applicable Laws shall constitute a ground for Excusable Delay.

**1.1.70 Existing Improvements.** "Existing Improvements" means all improvements located on the Site as of the Bid Closing Deadline, whether above or below the surface of the ground, including, but not limited to, existing buildings, utilities, infrastructure improvements and other facilities.

**1.1.71 Extra Work.** "Extra Work" means labor, materials, equipment, services or other work, not reasonably inferable by Contractor or its Subcontractors from the design and other information set forth in the Bidding Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. References to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to a Contract Adjustment unless such Extra Work constitutes a Compensable Change.

**1.1.72 Final Completion, Finally Complete.** "Final Completion" and "Finally Complete" mean the point at which the following conditions have occurred with respect to the entire Work:

- .1** the Work is fully completed, including all minor corrective, or "punch list," items;
- .2** all permits, approvals and certificates by Governmental Authorities, such as, but not necessarily limited to, a permanent or temporary certificate of occupancy required to occupy and use the Work have been issued free of any conditions that are the result of an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents;
- .3** the Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork and other Work; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped and washed clean and in an undamaged, new condition; all aluminum and other metal surfaces are cleaned in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with the manufacturer's recommendations and buff dried by machine to bring the surfaces to sheen;
- .4** all conditions set forth in the Contract Documents for Substantial Completion of the Work have been, and continue to be, fully satisfied;

.5 all conditions pertaining to the Work and required for the release of County's obligations (including, but not limited to, release of County's bond obligations) to Governmental Authorities (including, but not limited to, matters involving grading, flood control, public works, transportation and traffic) have been satisfied; and

.6 Contractor has delivered to County all Close-Out Documents.

1.1.73 **Final Completion Punch List.** "Final Completion Punch List" means the list of minor items of Work to be completed or corrected by Contractor for Final Completion.

1.1.74 **Final Payment.** "Final Payment" means payment by County to Contractor of the entire unpaid balance of the Contract Price due to Contractor following Final Completion.

1.1.75 **Force Majeure Event.** "Force Majeure Event" means, and is restricted to, any the following: (1) Acts of God occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of Governmental Authorities (including, without limitation, unreasonable and unforeseeable Delay in the issuance of permits or approvals by Governmental Authorities that are required for the Work); (4) epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers or implementation of a dual gate system of entry to the Site; or (6) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources, (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated as of the Bid Closing Deadline.

1.1.76 **Fragnet.** "Fragnet" means a contemporaneous, fragmentary scheduling network, which graphically identifies the sequencing of all critical and non-critical new activities and/or activity revisions affected by a Compensable Delay or Excusable Delay with logic ties to all affected existing activities noted on the Construction Schedule, that isolates and quantifies a time impact of a specific issue, determines and demonstrates any such specific Delay in relation to past and/or other current Delays and provides a method for incorporating all Contract Adjustments to the Contract Time into an update of the approved Construction Schedule.

1.1.77 **General Conditions.** "General Conditions" means the herein set forth general terms and conditions governing performance of the Work.

1.1.78 **General Requirements.** "General Requirements" means the portion of the Specifications so titled setting forth additional requirements for administration of the Work.

1.1.79 **Good Faith Determination.** "Good Faith Determination" means a determination made by the Assistant CEO/EDA or other authorized representative of County, which he/she believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so.

1.1.80 **Governmental Authority.** "Governmental Authority" means the United States, the State of California, the County of Riverside (acting in its regulatory, rather than proprietary, capacity), the City in which the Project is located, any other local, regional, state or federal political subdivision, authority, agency, department, commission, board, bureau, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body, or instrumentality of any of them, which exercises jurisdiction over the Project, Work, Site, Contractor or County, including, without limitation, any Governmental Authority having jurisdiction to review and approve or reject the Contract Documents or the Work based on compliance or non-compliance with Applicable Laws.

1.1.81 **Governmental Authority Review Period.** "Governmental Authority Review Period" means a period of time set forth in the Construction Schedule or Submittal Schedule for Governmental Authority review, and/or approval, of the Work.

1.1.82 **Guarantee To Repair Period.** "Guarantee To Repair Period" means the period of time set forth in Section 13.3, below, for repair or replacement of Defective Work.

1.1.83 **Hazardous Substance.** "Hazardous Substance" means either of the following: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," "contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.84 **Holiday.** "Holiday" means a Day recognized by County as being a legal holiday for its staff and employees.

1.1.85 **Indemnitees.** "Indemnitees" means those persons or entities listed in Paragraph 3.18.1, below, as the "Indemnitees".

1.1.86 **Inspector of Record.** "Inspector of Record" means a person designated by the County to perform inspections on behalf of the County, who may be an employee or an independent consultant to County.

1.1.87 **Installation Subcontractor.** "Installation Subcontractor" means a Subcontractor who performs a portion of the Work that includes providing substantial, rather than minor and incidental, services for the installation of temporary or permanent materials, equipment or facilities at the Site.

1.1.88 **Instructions to Bidders.** "Instructions to Bidders" means the portion of the Bidding Documents setting forth the requirements to be followed by Bidders in preparing and submitting Bids.

1.1.89 **Intellectual Property Rights.** "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patent, trademark, trade dress, copyright, industrial design rights, priority rights and trade secrets.

1.1.90 **Key Personnel, Key Persons.** "Key Personnel" and "Key Persons" mean those individuals employed by Contractor as described in Paragraph 3.8.1, below, and any replacements thereto approved by County, whose personal performance is deemed of the essence to the Construction Contract.

1.1.91 **Loss, Losses.** "Loss" and "Losses" mean any and all economic and non-economic losses, costs, liabilities, claims, damages, cost escalations, actions, judgments, settlements, expenses, fines, penalties and punitive damages including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees, court costs (statutory and non-statutory), and mediation and mediator fees.

1.1.92 **Modification.** "Modification" means a document, other than a Change Order or Construction Change Directive, approved and signed by County and Contractor after execution of the Construction Contract, agreeing to alter, amend or modify the Contract Documents.

1.1.93 **Mold.** "Mold" means mold, mildew, spores or other microorganisms of any type, nature or description, or any by-product thereof, the presence of which poses an actual or potential threat to human health, including, without limitation, any species of organisms of the kingdoms of fungi or mycota, including yeasts, smuts, ruts, mildews, mold and mushrooms, or any microbial contamination, either airborne or surface, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergillus, cladosporium, penicillium and stachybotrys chartarum).

1.1.94 **Non-Collusion Declaration.** "Non-Collusion Declaration" means the form, so titled, required by California Public Contract Code §7106 and the Bidding Documents to be submitted by Bidder with its Bid.

1.1.95 **Notice Inviting Bids.** "Notice Inviting Bids" means the notice issued by or on behalf of County inviting submission of Bids for the Project.

1.1.96 **Notice Inviting Prequalification Statements.** "Notice Inviting Prequalification Statements" means the formal notice issued by County inviting contractors to participate in County's process for Prequalification of Bidders.

1.1.97 **Notice of Change.** "Notice of Change" means a formal written notice required to be submitted by Contractor pursuant to Paragraph 7.6.1, below, notifying County of circumstances that Contractor believes may give rise to a Contract Adjustment.

1.1.98 **Notice of Completion.** "Notice of Completion" means a "notice of completion" as defined in California Civil Code §9204.

1.1.99 **Notice of Delay.** "Notice of Delay" means a formal written notice prepared and submitted by Contractor pursuant to Paragraph 8.2.2, below, notifying County of circumstances that Contractor believes may give rise to a Contract Adjustment to the Contract Time for Excusable Delay or Compensable Delay or a Contract Adjustment to the Contract Price for Compensable Delay.

1.1.100 **Notice of Final Completion.** "Notice of Final Completion" means the written notice by County confirming the date of actual Final Completion.

1.1.101 **Notice of Intent to Award.** "Notice of Intent to Award" means the written notice by or on behalf of County stating County's intent to Award the Construction Contract.

1.1.102 **Notice of Substantial Completion.** "Notice of Substantial Completion" means the written notice by County confirming the date of actual Substantial Completion.

1.1.103 **Notice to Proceed.** "Notice to Proceed" means the written notice issued by County to Contractor to begin the Work.

1.1.104 **Payment Bond, Performance Bond.** "Payment Bond" and "Performance Bond" mean the surety bonds required to be provided by Contractor pursuant to Article 12, below.

1.1.105 **Plans.** "Plans" means the graphic and pictorial portions of the Contract Documents prepared by Architect or its Subconsultants showing the design, location and dimensions of the Work, including, without limitation, plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings".

1.1.106 **Post-Award Submittals.** "Post-Award Submittals" means the documents described in the Bidding Documents that the apparent successful Bidder is required to submit after opening of Bids as a condition of Award.

1.1.107 **Pre-Bid Conference.** "Pre-Bid Conference" means the conference, specified in the Notice Inviting Bids as either mandatory or optional, held prior to the Bid Closing Deadline for the purpose of, without limitation, introducing the Bidders to the Project, and which conference may, or may not, include a review of the Site.

1.1.108 **Prequalification.** "Prequalification" means a process for Prequalification of contractors for bidding that is conducted by County pursuant to California Public Contract Code §20101 or as otherwise permitted by Applicable Laws.

1.1.109 **Prequalification Documents.** "Prequalification Documents" means the collection of documents issued to and submitted by individuals or entities pursuant to a Prequalification conducted by County.

1.1.110 **Prequalified Bidder.** "Prequalified Bidder" means a contractor that is prequalified as part of a Prequalification conducted by County pursuant to Public Contract Code §20101.

1.1.111 **Product Data.** "Product Data" means illustrations, standard schedules, charts, instructional brochures, diagrams and other information furnished by Contractor to illustrate a material, product or system for the Work.

1.1.112 **Progress Payment.** "Progress Payment" means a monthly payment of a portion of the Contract Price prior to Final Completion based on Contractor's progressed performance of the Work.

1.1.113 **Project.** "Project" means the improvements comprising, or necessary or appurtenant to the use of, the work of improvements described generally in the Bidding Documents, of which the Work may be the entirety of such improvements or only a part.

1.1.114 **Project Documents.** "Project Documents" means all writings (hard copy and electronic) in the possession of Contractor at the Site or elsewhere that relate in any way to the Project or Work.

1.1.115 **Project Team.** "Project Team" means County, Architect, County Consultants, Contractor, the Subcontractors, the Separate Contractors, Inspectors of Record and other firms or individuals retained by County, or retained by others with County's approval, participating in the planning, programming, design, construction or inspection of the Work.

1.1.116 **Reasonable Order of Magnitude Estimate.** "Reasonable Order of Magnitude Estimate" means a general estimate prepared by Contractor, or jointly by Contractor and County, without the benefit of complete or definitive pricing by Subcontractors, of the projected additional cost and time associated with Contractor's performance of a particular item or items of Extra Work or Deleted Work described in a Construction Change Directive. Unless otherwise agreed to in writing between County and Contractor, a Reasonable Order of Magnitude Estimate does not constitute either an authorization or agreement by County to any Contract Adjustment or a guarantee or promise by Contractor with respect to the amount of any Contract Adjustment that may be associated with a Compensable Change or Deleted Work.

1.1.117 **Record Documents.** "Record Documents" means the collection of documents assembled and prepared by Contractor (including, without limitation, the Record Drawings and Specifications) showing the condition of the Work as actually built.

1.1.118 **Record Drawings, Record Specifications.** "Record Drawings" and "Record Specifications" mean the Drawings and Specifications marked by Contractor to show the condition, location and placement of the Work as actually built, including, without limitation, the locations of mechanical, electrical, plumbing or similar portions of the Work that are depicted diagrammatically in the Drawings.

1.1.119 **Reference Documents.** "Reference Documents" means reports, studies, surveys and other information provided by County for Contractor's review and consideration in preparing its Bid, including, without limitation, information describing the Site (including surface or subsurface conditions), Existing Improvements or Hazardous Substances at the Site.

1.1.120 **Request for Extension.** "Request for Extension" means a formal written request submitted by Contractor pursuant to Paragraph 8.2.3, below, setting forth the justification and support for Contractor's request for a Contract Adjustment to the Contract Time.

1.1.121 **Request for Information.** "Request for Information" means a written request by Contractor for clarification of what it perceives to be a discrepancy in the Contract Documents (including, without limitation, information in the Contract Documents constituting a Design Discrepancy or a variance between the information in the Bidding Documents or Contract Documents and conditions at the Site or in Existing Improvements).

1.1.122 **Safety Program.** "Safety Program" means the formal, written program prepared by Contractor setting forth detailed procedures and precautionary measures for protecting persons and property from injury or damage.

1.1.123 **Samples.** "Samples" means physical examples that, when approved by County and Architect, illustrate materials, equipment or workmanship by which the Work is to be evaluated and judged as part of the Submittal process.

1.1.124 **Schedule of Values.** "Schedule of Values" means a detailed, itemized breakdown of the Contract Price, which provides for an allocation of the dollar values to each of the various parts of the Work.

1.1.125 **Self-Performed Work.** "Self-Performed Work" means Work related to a Compensable Change or Deleted Work that is performed or to be performed by Contractor's own laborers who are employed by Contractor, rather than by the employees of a Subcontractor, using materials and equipment purchased by Contractor directly from a supplier or manufacturer.

1.1.126 **Separate Contractor.** "Separate Contractor" means a contractor, subcontractor, supplier or vendor under contract directly to County to provide services, materials, labor, equipment or other work to the Project.

1.1.127 **Shop Drawing.** "Shop Drawing" means a drawing, diagram, schedule and other data specially prepared for the Work by Contractor or a Subcontractor to illustrate some portion of the Work.

1.1.128 **Site.** "Site" means: (1) the parcel of land owned by County on which the Project is to be constructed and such additional parcels as may be purchased by County for such construction; (2) all areas adjacent to such parcels that may be used by Contractor or the Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.

1.1.129 **Specifications.** "Specifications" means the portion of the Contract Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

1.1.130 **Standard of Performance.** "Standard of Performance" means the general standard governing Contractor's performance of its obligations under the Construction Contract and General Conditions as set forth in Section 2.2 of the Construction Contract.

1.1.131 **State Water Resources Control Board.** "State Water Resources Control Board" means the State Water Resources Control Board of the State of California.

1.1.132 **Storm Water Permit.** "Storm Water Permit" means any applicable storm water, urban runoff or statewide general NPDES permit issued by the State of California or the United States pursuant to the provisions of the Clean Water Act (Title 33U.S.C. §§1251 et seq.) and/or Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and including any related regulations issued by the State of California or the United States.

1.1.133 **Sub-Bidder.** "Sub-Bidder" means a person or entity that submits a bid to a Bidder for some portion of the Work that is to be performed by that person or entity acting as a first-Tier Subcontractor.

1.1.134 **Subcontractor.** "Subcontractor" means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers, equipment operators, manufacturers and vendors, of any and every Tier.

1.1.135 **Submittal.** "Submittal" means a Shop Drawing, Product Data, Sample, detailed design, exemplar, fabrication and installation drawing, list, graph, operating instruction or other document required to be submitted by Contractor under the Contract Documents.

1.1.136 **Submittal Schedule.** "Submittal Schedule" means the schedule prepared by Contractor showing the timing for submission and review of Submittals during construction.

1.1.137 **Substantial Completion, Substantially Complete.** "Substantial Completion" and "Substantially Complete" mean the point at which the following conditions have occurred with respect to the entire Work or a portion

of the Work designated by County in writing to be Substantially Completed prior to Substantial Completion of the entire Work:

.1 such Work is sufficiently and entirely complete in accordance with Contract Documents so that such Work can be fully enjoyed and beneficially occupied and utilized by County for its intended purpose (except for minor items which do not impair County's ability to so occupy and use such Work);

.2 all permits, approvals and certificates by Governmental Authorities, such as, but not necessarily limited to, a permanent or temporary certificate of occupancy required to occupy and use such Work have been issued free of any conditions that are the result of an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; and

.3 all building systems included in such Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and instruction of County's personnel in the operation of the systems has been completed.

1.1.138 **Substantial Completion Punch List.** "Substantial Completion Punch List" means the list of items of Work to be completed or corrected by Contractor for Substantial Completion.

1.1.139 **Substitution.** "Substitution" means a material, product or item of material or equipment proposed by the Bidder or Contractor in place of that specified in the Bidding Documents or Contract Documents.

1.1.140 **Substitution Request Form.** "Substitution Request Form" means the form, so titled, that is included in the Bidding Documents for use by the Bidders when requesting a Substitution.

1.1.141 **Supplementary Conditions.** "Supplementary Conditions" means those portions of the Specifications that supplement, by addition, modification or deletion, a specific portion of the General Conditions.

1.1.142 **Surety.** "Surety" means Contractor's surety(ties) issuing the Bid Bond, Performance Bond or Payment Bond.

1.1.143 **Tier.** "Tier" means the contractual level of a Subcontractor with respect to Contractor. For example, a "first-tier" Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second tier," and so on. Use of the phrase "of every Tier", or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrase is not used, are intended to be limited in application to only the first Tier or to only certain other Tiers of Subcontractors.

1.1.144 **Time Impact Analysis.** "Time Impact Analysis" means a written report evaluating the impact of an Excusable or Compensable Delay, which shall include, at a minimum, the following: (1) a narrative description of the Delay and its impact on the critical path to achievement of a Substantial Completion or Final Completion of the Work or a portion of the Work designated by County within the Contract Time; (2) a Fragnet; (3) the number of Days of extension sought by Contractor as a Contract Adjustment to the Contract Time; (4) a computation of the Days of Compensable Delay multiplied times the liquidated damages payable to Contractor pursuant to Section 3.3 of the Construction Contract, if any, sought by Contractor; (5) a statement that Contractor has complied with the requirements of the General Conditions for written notice of Delays, along with the dates and copies of such notices; (6) the measures taken by Contractor and Subcontractors to prevent or minimize the Delay; and (7) Contractor's recommendations for reordering or re-sequencing the Work to avoid or minimize further Delay.

1.1.145 **Unexcused Delay.** "Unexcused Delay" means any Delay that is not a Compensable Delay or Excusable Delay or that constitutes a Compensable Delay or Excusable Delay for which Contractor is not entitled to a Contract Adjustment to the Contract Time, including, without limitation, the following: (1) Delay caused by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; (2) Delay for which Contractor has failed to provide a timely and complete Notice of Delay or Request for Extension;



or (3) Delay associated with any circumstances where the costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor's risk or Contractor's Own Expense.

**1.1.146 Unilateral Change Order.** "Unilateral Change Order" means a writing signed by County in accordance with Article 7, below, in which County unilaterally sets forth its Good Faith Determination of the undisputed portion of an otherwise disputed Contract Adjustment.

**1.1.147 Work.** "Work" means all labor, materials, equipment, services, permits, licenses, taxes and other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by County, in accordance with the Contract Documents and all Applicable Laws. The Work may constitute the whole or a part of the Project.

**1.1.148 Worker's Compensation Certificate.** "Worker's Compensation Certificate" means the statement, completed by Bidder in the form included in the Instruction to Bidders, evidencing the Bidder's compliance with the worker's compensation insurance requirements of the Bidding Documents and Applicable Laws.

## **1.2 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS**

**1.2.1 Design Intent.** The intent of the Contract Documents is for Contractor to provide all items necessary to produce a work of improvement that is complete as a whole and that is, in all of its parts, suitable for use and occupancy for its intended purpose, including, without limitation, all equipment, casework, mechanical, electrical and similar devices of whatever nature, completely installed, hooked-up and made fully operational and functional.

**1.2.2 Complementary.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. Any Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both.

**1.2.3 Technical Words.** 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 non-technical words and abbreviations are used in accordance with their commonly understood meanings.

**1.2.4 Trade Names.** It is not the intention of the Contract Documents to go into detailed descriptions of any materials or methods commonly known to the trade under a "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to the Contractor that it will be required to complete the Work so named with all its appurtenances according to first-class practices of the trade.

**1.2.5 Incidental Items.** The naming of any material or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and labor therefor, in accordance with first-class practices of the trade involved, unless specifically noted otherwise.

**1.2.6 Drawing Dimensions.** Figured, derived or numerical dimensions on scale Drawings shall govern over Drawings without figured dimensions. The Drawings shall not be scaled to determine dimensions, and (except in the case of diagrammatic Drawings) dimensions shall be calculated from figures shown on the Drawings. Obvious discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Architect's attention before proceeding with the Work affected by the discrepancy. Contractor shall carefully check and compare all portions of the Drawings and Specifications so as to correctly interpolate the intended dimensions for any portion of the Work that is not explicitly dimensioned in the Contract Documents.

**1.2.7 Drawings, Specifications.** In general, the Drawings will show dimensions, positions, and kind of construction and the Specifications will define materials, quality and standards. Work not particularly shown, detailed, marked or specified shall be the same as similar parts that are shown, detailed, marked or specified.

**1.2.8 Typical Work.** Work not particularly shown, detailed, marked or specified shall be the same as similar parts that are shown, detailed, marked or specified.

1.2.9 **Divisions of the Work.** All the Work mentioned or indicated in the Contract Documents shall be performed by Contractor as part of the Work unless specifically indicated in the Contract Documents to be done by others. The organization of the Specifications into divisions, sections and articles and the arrangement of the Drawings shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by the Subcontractors.

1.2.10 **Applicable Laws.** Compliance with Applicable Laws shall be considered as a part of the Work.

1.2.11 **Interpretations of Laws.** In the event of a conflict between or among Applicable Laws governing performance of the Work, the more stringent shall govern. Contractor assumes, at Contractor's Own Expense, sole responsibility for, and the risk associated with, interpretations of Applicable Laws made by Contractor not predicated on written orders issued by Governmental Authorities that by their terms are applicable to the Project, including, without limitation, interpretations or assumptions made by Contractor based on decisions, orders or approvals (written or unwritten) issued by or on behalf of Governmental Authorities in connection with work on other projects or properties near or in the general vicinity of the Site.

1.2.12 **Modifiers.** The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another, it 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 non-limiting 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 fall within the broadest possible scope of such general statement.

1.2.13 **Singular, Gender, Captions.** When appropriate to the context, 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.

1.2.14 **Cross-References.** Any cross-references indicated between various paragraphs or other portions of the Specifications, Drawings or other Contract Documents are provided for the convenience of Contractor and shall not be deemed to be all-inclusive.

1.2.15 **Diagrammatic Design.** Drawings and diagrams for mechanical, plumbing, electrical, fire sprinkler, fire alarm and low voltage Work shall be considered as diagrammatic only and shall not be used for any structural guidance or physical layout. Because such Drawings are diagrammatic, Contractor shall be responsible to provide any and all numbers and lengths of fittings, wire, conduit, connections, attachments or similar materials or devices needed to complete the Work, without Contract Adjustment, whether or not they exceed the numbers of pieces or the lengths indicated by such Drawings. Contractor is solely responsible to carefully plan and coordinate in advance, by means of coordination drawings prepared by Contractor or a Subcontractor, the installation of any Work shown diagrammatically and shall do so in such a manner as to make maximum use of the space available and anticipate and avoid wherever possible conflict and interferences among such portions of the Work and with other portions of the Work, including structural members.

1.2.16 **Demolition.** Existing Improvements at the Site of which no specific description is made in the Contract Documents, but which could be reasonably assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by Contractor without Contract Adjustment. If Contractor is unsure whether a specific Existing Improvement at the Site which is not specifically described in the Contract Documents should be removed and disposed of, Contractor shall promptly ask the County whether such Existing Improvement is to be removed or remain in place, and shall comply with any directive given in response.

1.2.17 **Omissions.** Items missing from the Contract Documents shall nevertheless be provided by the Contractor, without Contract Adjustment, to the extent reasonably inferable from the Contract Documents as being necessary to satisfy the Design Intent.

1.2.18 **Conflicts.** Notwithstanding the provisions of Paragraph 1.2.19, below, in the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement or greater burden on the Contractor or requiring the greater quantity or higher quality material or workmanship shall prevail, unless otherwise directed by the County in writing.

1.2.19 **Order of Precedence.** Conflicts that cannot be resolved in accordance with the rules of interpretation set forth elsewhere in this Section 1.2, shall be interpreted in accordance with the following order of precedence (the first being the highest order of precedence):

.1 Applicable Laws (provided, however, and notwithstanding Subparagraph 1.2.19.10, below, where the Contract Documents or manufacturer's recommendations or specifications require standards higher than those of Applicable Laws, the Contract Documents or manufacturer's recommendations or specifications shall control);

.2 Change Orders, Unilateral Change Orders and Construction Change Directives;

.3 Addenda;

.4 Construction Contract;

.5 Supplementary Conditions;

.6 General Conditions;

.7 General Requirements;

.8 Specifications;

.9 Drawings, subject to the following: (1) large scale plans and details take precedence over small scale Drawings in all cases; (2) full scale Drawings have precedence over both large and small scale Drawings in all cases; (3) detailed Plans and/or Drawings shall have precedence over general Plans and/or Drawings; (4) architectural and structural Drawings take precedence over electrical and mechanical Drawings in regard to location and arrangement of fixtures, outlets, and equipment; and (5) electrical and mechanical Drawings take precedence in describing and specifying equipment and in describing the diagrammatic requirements;

.10 standard and reference specifications which include industry norms, such as, but not limited to, ANSI and ASTM; and

.11 Reference Documents.

1.2.20 **Conditions Precedent.** Wording used in the Contract Documents indicating that a right of the Contractor or an obligation of the County is subject to or conditioned upon the occurrence of a condition or event, whether or not such condition or event is within the control of Contractor, County or others and whether or not such condition or event is expressly stated to be a "condition precedent", shall be understood and interpreted to mean that the stated condition or event is a condition precedent to the existence, arising, performance and exercise of such right or obligation.

### 1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 **Property of County.** Subject to the provisions of Paragraph 2.4.4, below, all Design Documents, Contract Documents and Project Documents that are prepared by Contractor or a Subcontractor, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, and the Intellectual Property Rights thereto, shall be deemed the sole and exclusive property of County and ownership thereof is irrevocably vested in County, whether the Project is executed or not.

1.3.2 **Assignment of Rights.** Contractor shall, without further consideration, obtain any and all Intellectual Property Rights in the Project Documents and Design Documents prepared by Contractor or any Subcontractor, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, free and clear of any liens or other encumbrances, claims or rights of third parties, transfer such rights, if necessary in writing, to County and cooperate with County in securing and registering such rights, such that County shall own all Intellectual Property Rights and any other tangible and/or intangible property rights associated therewith. Such transfer and assignment will be effective for the entire duration of the copyrights and include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works and moral rights.

1.3.3 **Contractor's Warranty.** Contractor represents and warrants that the Project Documents and Design Documents prepared by Contractor or any Subcontractor for use on the Project, and the use of such Project Documents in the ordinary course, are free of any claim of infringement or any other violation of any Intellectual Property Right or other right of any third party.

1.3.4 **Non-Exclusive License.** Without derogation of County's rights under this Section 1.3, Contractor and Subcontractors, of every Tier, are granted a limited, non-exclusive license, revocable at will of County, to use and reproduce applicable portions of the Design Documents, Contract Documents and Project Documents as appropriate to and for use in the execution of the Work and for no other purpose.

1.3.5 **Reproduction.** Contractor shall do all reproduction and distribution of such reproducible prints of Contract Documents and Design Documents as are necessary for the complete pricing and performance of the Work, including, without limitation, all Changes. The costs of such reproduction shall be at Contractor's Own Expense.

1.3.6 **Delivery to County.** All Design Documents and Contract Documents (including originals and copies), and one (1) copy of all other Project Documents, in the possession of Contractor or Subcontractors shall be delivered to County upon the earlier of Final Completion of the Work or termination of the Construction Contract; provided, however, that Contractor shall have the right to retain one (1) copy of the Contract Documents and Submittals as a permanent record.

1.3.7 **Subcontractors.** Contractor shall take all necessary steps to ensure that a provision is included in all contracts with Subcontractors, of every Tier, who perform Work on the Project protecting and preserving County's rights as set forth in this Section 1.3.

## ARTICLE 2 COUNTY RIGHTS AND OBLIGATIONS

### 2.1 INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY

2.1.1 **Legal Descriptions.** County shall furnish, within a reasonable time after written request by Contractor, a legal description of the Site and information describing legal limitations affecting the Site that are recorded with applicable Governmental Authorities, such as, but not limited to, easements.

2.1.2 **Permits and Fees.** County shall secure and pay for only those permits and fees which are expressly stated to be the responsibility of County under the Contract Documents. County shall pay for all hook-up fees (not including "tap fees", which are the responsibility of Contractor pursuant to Paragraph 3.14.3, below) in order to establish a new account with a utility provider.

2.1.3 **County Approvals.** Information, approvals and decisions required of County or a County Consultant for which a County Review Period or County Review Date is included in the Construction Schedule that is approved by County shall be provided in accordance with the Construction Schedule. If a County Review Period or County Review Date is not set forth in the Construction Schedule approved by County, then such information, approvals and decisions shall be provided upon written request by Contractor without unreasonable Delay. Notwithstanding the foregoing, failure by County, Architect or a County Consultant to provide any information, approvals or decisions shall not be considered as a basis for Contract Adjustment to the Contract Time unless and until, and in calculating a Contract Adjustment any Delay or extension of the Contract Time resulting from a late-issuance of such information, approval or decision shall not commence until after:

.1 in the case of information, approval or decision for which there is a County-approved County Review Period or County Review Date in the County-approved Construction Schedule, seven (7) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor a written notice containing all the following:

(1) a detailed description of the information, approval or decision required;

(2) a statement that the County Review Period or County Review Date has expired or passed; and

(3) a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 7 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT"; or

.2 in the case of information, approval or decision for which there is no County Review Period or County Review Date set forth in the County-approved Construction Schedule, thirty (30) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor a written notice that includes the statements set forth Clauses (1) and (2) of Subparagraph 2.1.3.1, above, and that includes a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 30 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT".

2.1.4 **Approvals.** Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of County, Architect or any other Project Team member, or by tests, inspections or approvals required or performed by persons other than the Contractor.

2.1.5 **Non-Specified Items.** County reserves the right to approve materials and sources of supply of materials that are not specified in the Contract Documents and that are used for the performance of the Work.

## 2.2 COUNTY'S RIGHT TO STOP THE WORK

If Contractor fails to correct Defective Work as required by Section 13.2 of these General Conditions, fails to perform the Work in accordance with the Contract Documents or violates any Applicable Law, County may immediately order Contractor to stop the Work, or any portion thereof, until the cause for such direction has been eliminated by Contractor. Contractor shall immediately comply with such notice at Contractor's Own Expense. Nothing stated herein or elsewhere in the Contract Documents shall be interpreted as placing upon County a duty or responsibility to Contractor or any other party to exercise its right to stop the Work.

## 2.3 COUNTY'S RIGHT TO CARRY OUT THE WORK

If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools and services to maintain the Construction Schedule, or otherwise fails to comply with any requirement of the Contract Documents, and fails to cure such failure in the manner required by Subparagraph 15.1.1.4, below, County may correct such failure. In such case, County shall be entitled to recover from Contractor or deduct from payments then or thereafter due Contractor for any Loss resulting from such failure, including compensation for the additional services and expenses of County, County Consultants and others whose services are reasonably required and made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall promptly pay the amount of the shortfall to County.

## 2.4 ACCOUNTING, RECORDS AND AUDIT

2.4.1 **Accounting System.** Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to County and shall include preservation of the books and records

described in Paragraph 2.4.2, below, subject to Contractor's obligations under Paragraph 1.3.6, above, for a period of ten (10) years after Final Completion of the Work, or for such longer period as may be required by Applicable Laws.

**2.4.2 Books and Records.** Contractor shall keep, and shall require provisions to be included in all contracts entered into by Subcontractors, of every Tier, requiring the Subcontractors, of every Tier, to keep, full and detailed books, records, information, materials and data, of every kind and character (hard copy, as well as computer readable data if it exists) that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, Work or Construction Contract, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, construction change directives, schedules, requests for information, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda, accounting records; job cost reports, job cost files (including complete documentation of negotiated settlements), backcharges, general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends, and other documents relating in any way to any claims, charges or time extensions asserted by Contractor or any of the Subcontractors, of any Tier, or relating to any credits, rebates or discounts owing to County.

**2.4.3 Inspection and Copying.** Contractor shall allow, and shall require provisions to be included in all contracts entered into by Subcontractors, of every Tier, allowing, County and the auditor for the State of California (and the authorized representative(s), auditors, attorneys and accountants of each) upon twenty-four (24) hours notice to Contractor, full access to inspect and copy all its aforesated books and records at a location within the Southern California area. Such right of audit may be exercised by either County or the auditor for the State of California as often as reasonably necessary to verify Contractor's continuing compliance with the Contract Documents.

**2.4.4 Confidential Information.** Nothing stated in this Section 2.4 or elsewhere in the Contract Documents shall be interpreted as a waiver by Contractor or any Subcontractor of any rights of privilege or confidentiality that are provided for by Applicable Law nor as authorizing the inspection of books and records that contain information concerning estimating means or methods that is not, in whole or part, relevant to a charge or demand being asserted by Contractor or a Subcontractor involving Extra Work, Deleted Work, Delay or a Claim.

**2.4.5 Withholding of Payment.** In addition to and without limitation upon County's other rights and remedies for breach, including any rights of County to withhold payment that are set forth elsewhere in the Contract Documents, County shall have the right, exercised in its sole discretion, to withhold from any payment due to Contractor under an Application for Payment a sum of up to ten percent (10%) of the total amount set forth in such Application for Payment until Contractor and the Subcontractors have complied with any outstanding and unsatisfied obligation under this Section 2.4. Upon compliance with this Section 2.4, any such monies withheld shall be released to Contractor.

**2.4.6 Specific Performance.** Contractor agrees that any failure to provide access to books and records as required by this Section 2.4 will result in irreparable harm and prejudice to County and shall, without the necessity of posting of any bond or undertaking, be specifically enforceable by means of a mandatory injunctive order (temporary, preliminary, provisional or otherwise) issued by a court of competent jurisdiction, which order the County and Contractor hereby consent to being issued based upon affidavits and without the necessity of oral testimony.

## **2.5 COUNTY FURNISHED MATERIALS**

**2.5.1 Supply by County.** County shall have the right to furnish materials, products or equipment directly for processing and incorporation by Contractor in lieu of Contractor providing materials, products or equipment specified in the Contract Documents to be provided by Contractor as part of the Work.

**2.5.2 Deleted Work.** If the materials, products or equipment provided by County pursuant to Paragraph 2.5.1, above, then a Change Order shall be executed deleting such materials, products or equipment from the Work along with a Contract Adjustment reducing the Contract Price in the manner provided for in Article 7, below, applicable to Contract Adjustments for Deleted Work.

**2.5.3 Delivery Deadlines.** Without limitation to Contractor's obligations under Article 8, below, upon receipt of written instruction by County of its intent to provide materials, products or equipment pursuant to this

Section 2.6, Contractor shall notify County promptly in writing of any deadlines within which such materials, products or equipment must be received at the Site in order to avoid Delay.

**2.5.4 Delivery to Site.** Contractor shall, upon their delivery to the Site, properly receive and unload materials, products or equipment furnished by County pursuant to this Section 2.5.

**2.5.5 Care, Custody and Control.** Contractor assumes full and unconditional responsibility for care, custody and control of the materials, products or equipment that are furnished by County pursuant to this Section 2.5, whether or not they have been accepted by County, and assumes sole responsibility for any subsequent loss, injury or damage thereto occurring prior to Final Completion.

**2.5.6 Notice of Deficiencies.** Contractor shall carefully inspect any materials, products or equipment furnished by County pursuant to this Section 2.5 and immediately notify County of any defect or deficiency in such materials, products or equipment or any nonconformity in such materials, products or equipment with the requirements of the Contract Documents or with the requirements of the other documentation provided to Contractor setting forth the conditions of County's purchase. Contractor shall not accept any materials, products or equipment furnished by County with respect to which Contractor has provided such notice of defect, deficiency or non-conformity unless and until instructed to do so in writing by County.

**2.5.7 Incorporation in Work.** Contractor shall, as part of the Work and without Contract Adjustment, provide any and all processing, fabrication, cutting, shaping, fitting, assembly and installation of materials, products or equipment furnished by County pursuant to this Section 2.5 in full compliance with the requirements of the Contract Documents and the manufacturer's instructions and recommendations.

## **2.6 COUNTY INSTALLED ITEMS**

Contractor shall notify County, a reasonable time in advance, of the Contractor's scheduled dates for installation of items that are specified in the Contract Documents to be placed on, attached to or incorporated into the Work by County or Separate Contractors. In the event that Contractor fails to do so or if due to Unexcused Delay the County is unable after such notice by Contractor to so place, affix or incorporate such items, then Contractor shall be responsible, in addition to any amounts due to County for liquidated damages, to reimburse County for costs of storage or rental of temporary replacement items until such time as the Work is in a condition suitable for such items to be placed, affixed or incorporated.

## **2.7 COUNTY'S ADDITIONAL RIGHTS**

The rights stated in this Article 2 are in addition to and not in limitation of any other rights of County granted elsewhere in the Contract Documents or under Applicable Laws.

# **ARTICLE 3 CONTRACTOR PERFORMANCE**

## **3.1 CONTRACTOR STATUS**

**3.1.1 Independent Contractor.** Contractor is, and shall at all times be deemed to be, an independent contractor and is wholly responsible for the performance of the obligations required of it by the terms of the Contract Documents.

**3.1.2 Agents, Employees.** Contractor wholly assumes responsibility for the acts and omissions of its agents and employees and the agents and employees of each Subcontractor, of every Tier, as they relate to the Work. Contractor, its agents and employees, shall not be entitled to any rights or privileges of County's employees and nothing contained in the Contract Documents and no course of conduct shall be construed as creating the relationship of employer and employee, or principal and agent, between County and any agent or employee of Contractor or any Subcontractor. County shall have the right, but not the obligation, to monitor the employment and other activities of Contractor and the Subcontractors to determine compliance with the terms of the Contract Documents.

3.1.3 **Licenses.** Contractor and the Subcontractors, of every Tier, shall maintain, such contracting, professional and business licenses as may be required by Applicable Laws for the duration of time that Contractor is performing the Work under the Contract Documents, including the period of any warranty provided covering all or any portion of the Work.

3.1.4 **Subcontractors.** Contractor is responsible to County for acts and omissions of the Subcontractors and their agents and employees and other persons performing portions of the Work under a contract with a Subcontractor, of any Tier.

3.1.5 **Design Services.** Contractor shall provide professional services if such services are expressly, or by reasonable implication, required by the Contract Documents for a portion of the Work or are required in order for Contractor to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Professional design services or certifications so required of Contractor shall be furnished by design professionals exercising the highest standard of care and utilizing designs and engineering that comply with all systems, materials or equipment, performance and design criteria set forth in the Contract Documents. Certification by a properly licensed design professional, including such professional's signature and seal, shall appear on all drawings, calculations, specifications, certifications and other documents prepared by such professional. Submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted. County, Architect and County Consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

### 3.2 REVIEW OF DOCUMENTS, SITE AND EXISTING IMPROVEMENTS

3.2.1 **Contractor's Duty of Review.** Contractor's submission of its Bid and execution of the Construction Contract constitutes its representation, acknowledgement and agreement that it had sufficient time, access and opportunity prior to the Bid Closing Deadline to conduct a careful and thorough examination, to its satisfaction, of:

.1 the Bidding Documents, Contract Documents, Reference Documents and other information provided by County to Contractor prior to the Bid Closing Deadline concerning the Project, Site or Existing Improvements;

.2 the visible conditions at the Site and its surroundings, visible conditions of Existing Improvements and their existing uses by County or the public, routes of ingress and egress, and local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment);

.3 the status of any construction at the Site concurrently under construction; and

.4 all information concerning visible and concealed conditions above and below the surface of the ground at the Site and in Existing Improvements (including, without limitation, surveys, reports, data, as-built drawings of Existing Improvements and utility sources, capacities and locations) that was either (1) provided by County to Contractor or other Bidders (including, but not limited to, the Bidding Documents and Reference Documents) or (2) reasonably available to Contractor for review in the public records of the County of Riverside or the City in which the Project is located.

#### 3.2.2 Contract Adjustments.

.1 **Differing Site Conditions.** Except as otherwise provided in Subparagraph 3.2.3, below, the Contractor's right to a Contract Adjustment in the event Contractor encounters conditions at the Site or in Existing Improvements that vary from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline shall be governed exclusively by Paragraph 4.3.8, below, pertaining to Differing Site Conditions.

.2 **Design Discrepancies.** Except as otherwise provided in Subparagraph 3.2.3, below, and subject to the Contractor's compliance with the other provisions of the Contract Documents governing the Contractor's right to a Contract Adjustment (including, without limitation, Article 7 and Article 8, below), Contractor shall be entitled to a Contract Adjustment due to Design Discrepancies, subject to the following conditions and limitations:



(1) **Compensable Change.** There shall be no Contract Adjustment to the Contract Price for Extra Work that the Contractor is required to perform as a result of a Design Discrepancy unless all of the following conditions have been met prior to Contractor or any Subcontractor performing any portion of the Work involving or affected by such Design Discrepancy:

(a) the circumstances giving rise to such Extra Work conform to all of the requirements of Subparagraph 1.1.29.2 through Subparagraph 1.1.29.4, above, applicable to Compensable Changes;

(b) Contractor has submitted to County and Architect a Request for Information in compliance with Paragraph 3.2.5, below, seeking clarification of such Design Discrepancy;

(c) Contractor has submitted to County a timely and complete Notice of Change in accordance with Article 7, below, describing such Extra Work in detail;

(d) Contractor has received a Construction Change Directive signed by County in accordance with Article 7, below, directing that Contractor perform the portion of the Work in question; and

(e) unless otherwise provided in such Construction Change Directive, Contractor has submitted to County a Change Order Request in accordance with the requirements of Article 7, below, setting forth the particulars of its request for Contract Adjustment on account of such Extra Work.

(2) **Compensable Delay.** There shall be no Contract Adjustment to the Contract Price or Contract Time for Delay as a result of a Design Discrepancy unless all of the following conditions have been met prior to Contractor or any Subcontractor performing any portion of the Work involving or affected by such Design Discrepancy:

(a) if the Delay is the result, in whole or in part, of Extra Work, all of the requirements of Subparagraph 3.2.2.2 (1), (a) through (e), above, have been met;

(b) the circumstances giving rise to such Delay conform to all of the requirements of Subparagraph 1.1.30.2 and Subparagraph 1.1.30.3, above, applicable to Compensable Delay; and

(c) Contractor has submitted to County a timely and complete Notice of Delay and a timely and complete Request for Extension in accordance with Article 8, below, setting forth the particulars of its request for Contract Adjustment on account of such Compensable Delay.

(3) **Differing Site Conditions.** The Contractor's right to a Contract Adjustment as a result of variances between (a) the Contract Documents or other documents or information described in Paragraph 3.2.1, above, that, prior to the Bid Closing Deadline was either reviewed by Contractor or was available to Contractor for review prior to the Bid Closing Deadline and (b) conditions at the Site or in Existing Improvements shall, notwithstanding the fact that the circumstances asserted by Contractor as a basis for such Contract Adjustment may involve, relate to or arise out of a Design Discrepancy, be governed by the provisions of the Contract Documents setting forth the Contractor's right to Contract Adjustments on the grounds of Differing Site Conditions.

### 3.2.3 WAIVER BY CONTRACTOR.

**CONTRACTOR AGREES THAT IT SHALL NOT BE ENTITLED TO, AND HEREBY CONCLUSIVELY WAIVES, ANY RIGHT TO CONTRACT ADJUSTMENT, AS WELL AS THE RIGHT TO ANY OTHER OR FURTHER RECOURSE OR RIGHT OF RECOVERY FROM COUNTY, ON ACCOUNT OF LOSSES OR DELAYS THAT ARE A RESULT OF EITHER A DIFFERING SITE CONDITION OR A DESIGN DISCREPANCY, IF PRIOR TO THE BID CLOSING DEADLINE SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY WAS:**

**(1) DISCOVERED BY CONTRACTOR AND CONTRACTOR, NOTWITHSTANDING SUCH DISCOVERY, FAILED TO REPORT SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY TO COUNTY IN WRITING PRIOR TO THE BID CLOSING DEADLINE;**

(2) **ALTHOUGH NOT ACTUALLY DISCOVERED BY CONTRACTOR PRIOR TO THE BID CLOSING DEADLINE WAS REASONABLY DISCOVERABLE BY CONTRACTOR UNDER THE STANDARD OF PERFORMANCE SPECIFIED IN THE CONSTRUCTION CONTRACT, INCLUDING, WITHOUT LIMITATION, A DIFFERING SITE CONDITION OR DESIGN DISCREPANCY THAT WAS OVERLOOKED BY CONTRACTOR DUE TO A FAILURE BY CONTRACTOR TO FULLY FAMILIARIZE ITSELF PRIOR TO THE BID CLOSING DEADLINE WITH ANY OF THE DOCUMENTS, INFORMATION OR CONDITIONS REFERRED TO IN PARAGRAPH 3.2.1, ABOVE.**

**3.2.4 Continuing Obligation.** In addition and without limitation to Contractor's obligations under Paragraph 3.2.1, above, or elsewhere in the Contract Documents, Contractor shall have the continuing obligation until Final Completion to promptly report to County, by means of submission by Contractor of a Request for Information that complies with the requirements of Paragraph 3.2.5, below, any and all of the following:

.1 information contained in the Bidding Documents, Contract Documents, Reference Documents or other documentation that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline, as well as any visible conditions at the Site, in Existing Improvements or in the vicinity of the Project, that Contractor knows, or in the exercise by Contractor of its duties under the Standard of Performance should have known, may render a portion of the Work in any respect, wholly or partially, unsuitable or incomplete to meet the requirements of the Contract Documents, the Design Intent or Applicable Laws, and

.2 conditions in the Work that constitute Defective Work or that cause or are likely to cause any other portion of the Work to be Defective Work.

Without limitation to County's other rights under the Contract Documents, any portion of the Work, Existing Improvements or the work of Separate Contractors or County's own forces requiring replacement, repair or correction due to a failure by Contractor or any Subcontractor, of any Tier, to comply with its continuing obligation under this Paragraph 3.2.4 shall be promptly replaced, repaired or corrected to County's satisfaction, at Contractor's Own Expense.

**3.2.5 Requests for Information.**

.1 **Time for Submittal.** Requests for Information shall be submitted no later than three (3) Days after the date Contractor learns of the circumstances giving rise to the question contained in the Request for Information. Requests for Information shall be submitted by or through the Contractor and not directly by Subcontractors.

.2 **Content.** Each Request for Information shall, in addition to the Contractor's specific question or request, include the following:

(1) a detailed description of the circumstances giving rise to the Contractor's request or question, including, without limitation, any related Design Discrepancy;

(2) Contractor's request for clarification, including, without limitation, any request for further detailing or correction of the Contract Documents; and

(3) a statement of whether Contractor believes it is entitled to a Contract Adjustment by reason of the circumstances described.

.3 **Form.** Contractor shall submit Requests for Information using forms provided or approved by County.

.4 **Unnecessary, Multiple Requests.** Contractor shall carefully review, coordinate and consolidate (where appropriate to prevent piecemeal submission) Requests for Information (whether originating with Contractor or the Subcontractors) prior to submitting them in order to eliminate unnecessary or duplicative requests.

**.5 Responses.** Responses to Requests for Information shall be furnished with reasonable promptness so as to not unreasonably Delay progress of the Work; provided, however, that the timing of a response by the Architect, County or a County Consultant to a Request for Information shall not constitute grounds for a Contract Adjustment unless Contractor has complied with the requirements set forth in this Paragraph 3.2.5 and, if applicable, Paragraph 2.1.3, above.

**.6 Back Charges by County.** County shall have the right to deduct from payments due to Contractor sums expended by County for the services of the Architect, Inspectors of Record or County Consultants due to a failure by Contractor to comply with this Paragraph 3.2.5.

**.7 WAIVER BY CONTRACTOR.**

**FAILURE BY CONTRACTOR TO SUBMIT A REQUEST FOR INFORMATION IN ACCORDANCE WITH AND UNDER CIRCUMSTANCES IN WHICH A REQUEST FOR INFORMATION WAS REQUIRED BY THIS PARAGRAPH 3.2.5 SHALL RESULT IN CONTRACTOR WAIVING ITS RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF ANY LOSS OR DELAY THAT COULD HAVE BEEN AVOIDED IF SUCH REQUEST FOR INFORMATION HAD BEEN PROPERLY PREPARED AND TIMELY SUBMITTED.**

**3.2.6 Correction of Work.** Contractor shall, at Contractor's Own Expense, correct or replace in accordance with the direction of County any portion of the Work that is performed by Contractor or a Subcontractor knowing that it involves, or that Contractor or Subcontractor in the exercise of reasonable care and diligence should have known involves, a portion of the Contract Documents that contains an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws, without first notifying and obtaining the written approval of County and Architect.

**3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.3.1 General Obligation.** Contractor shall provide competent, fully qualified personnel to supervise, administer, manage and direct the Work, competently and efficiently, at all times devoting their best skill and attention to perform the Work in accordance with the Contract Documents.

**3.3.2 Supervisory Staff.** Contractor shall employ a competent project manager, superintendent, scheduler, forepersons and necessary assistants during performance of the Work. Contractor's superintendent and forepersons shall be present at the Site at all times that the Work is in progress and at any time that any employee of Contractor or a Subcontractor is present at the Site. Contractor's project manager and superintendent shall, unless excused from attendance by the County, attend all job meetings. Contractor's project manager and superintendent must be able to fluently read and write in English. Contractor's superintendent shall not perform the Work of any trade, pick up materials, or perform any Work not directly related to the supervision of the Work and shall be available twenty-four (24) hours a Day, seven (7) Days a week, to respond to emergencies.

**3.3.3 County Supplementary Personnel.** Without limitation upon any of the rights or remedies of the County under the Contract Documents or under Applicable Laws, in the event that Contractor fails to have personnel on Site to supervise the Work, the County shall have the right, but not the obligation, upon twenty-four (24) hours' telephonic or email notice by the County to Contractor, to provide such supervision on a temporary basis and to deduct from the sums owing to Contractor the actual costs of such temporary supervision. Contractor shall, notwithstanding the County's providing such temporary supervision, remain solely responsible for all actions and omissions of its personnel and of the Subcontractors.

**3.3.4 Means, Methods, Procedures.** Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and coordinating all portions of the Work, unless the Contract Documents specify other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall nonetheless be fully and solely responsible for the adequacy and safe implementation of such means, methods, techniques, sequences or procedures. If Contractor believes that such specified means, methods, techniques, sequences or procedures may not be safe or adequate, Contractor shall give written notice to County and Architect and shall not proceed with that portion of the Work without further written instruction from County or Architect. In response to such notice, County may order Contractor to improve the character or increase the efficiency

of the means, methods, techniques, sequences or procedures employed, and Contractor shall conform to such order; but the failure of County to order such improvement or increase of efficiency will neither relieve Contractor from its sole responsibility for safety at the Site nor relieve Contractor from its obligation to perform the Work in accordance with the Contract Documents and Applicable Laws.

### 3.4 LABOR, MATERIALS AND EQUIPMENT

3.4.1 **Costs of Work.** Contractor shall provide and pay for labor, materials, tools, equipment, machinery, water, heat, utilities, transportation, facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated into the Work.

3.4.2 **Coordination.** Contractor shall provide supervision sufficient to ensure proper coordination for the timely and efficient performance and completion of the Work.

3.4.3 **Field Conditions.** Before commencing the Work or any activities on the Site, Contractor shall take field measurements and verify field conditions and carefully compare such field measurements and conditions with the information in the Contract Documents and other information obtained by or available to Contractor.

3.4.4 **Layout.** Contractor is solely responsible for (1) the accurate layout of all portions of the Work, (2) the accuracy of the Project lines and levels, (3) erection of the Work square, plumb, level, true to line and grade, in the exact plane, and to the correct elevation and (4) sloping of surfaces to drain as indicated by the Contract Documents, or, if not indicated, as needed to provide for adequate drainage.

#### 3.4.5 Materials, Equipment

**.1 Delivery, Storage, Inventory.** Materials and equipment shall be: (1) furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work; and (2) if located on the Site, properly stored and protected as reasonable and necessary, or as directed by County, to prevent Loss from any foreseeable cause, including, without limitation, theft. In the event that County gives direction as to the location for storage or protection of materials or equipment on the Site, Contractor shall nonetheless remain solely responsible for its safe and secure storage and protection. No part of any such stored materials and equipment shall be removed from its place of storage except for immediate installation in the Work. Contractor shall keep an accurate inventory of all such stored materials and/or equipment in a manner satisfactory to County.

**.2 Purchases.** Contractor shall place orders for materials and/or equipment as specified so that delivery of same may be made without Delay to the Work. Contractor shall, upon request from County, furnish to County documentary evidence showing that orders have been placed. County reserves the right in the event Contractor fails, within three (3) Days after receipt of written notice by County to Contractor to comply with the requirements of this Subparagraph 3.4.5.2, to comply with the requirements of this Subparagraph 3.4.5.2, to deduct the costs paid or payable by County associated with such purchases from payments otherwise owing to Contractor. Contractor shall, if requested by County, accept assignment of any such contracts entered into by County without a Contract Adjustment.

**.3 Title.** No material, supplies or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in the Work and agrees upon Final Completion to deliver the Work, including the premises, land, improvements and appurtenances on or to which the Work is placed, located or affixed, to County free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any of the Work shall have any right of lien upon the Site, or any Existing Improvement or appurtenance thereon, except that (1) nothing stated in this Subparagraph 3.4.5.3 shall be interpreted as a waiver by Contractor or any Subcontractor of its right under Applicable Laws to serve a stop payment notice for Work that is not paid for by County as required under the terms of the Contract Documents; and (2) Contractor may install metering devices or other equipment of utility companies or political subdivisions, title to which may be retained by such utility company or political subdivision, provided that in the event of installation of any such metering device or utility equipment, Contractor shall advise County as to the owner, and the precise location, thereof.

**.4 Substitutions.** No substitution of materials, equipment, articles, processes or other items of the Work required under the Contract Documents will be made without written approval of County, which approval may be granted or denied in the sole and absolute discretion of County. With respect to any such substitution made or requested by Contractor, neither the occurrence of a substitution made or requested by Contractor nor the approval or disapproval by County of a substitution that is made in accordance with this Subparagraph 3.4.5.4 shall give rise to any right of Contractor to a Contract Adjustment. Contractor shall, notwithstanding County's or Architect's approval, remain solely responsible for the sufficiency and suitability of all substitutions requested by Contractor and approved, or otherwise made, by Contractor.

**.5 Parts List.** Contractor will provide a printed parts list for all items which might be subject to replacement and for which parts lists are either expressly required by the Contract Documents or customarily provided according to usual commercial practices.

**.6 Manuals.** As part of its obligation for submission of Record Documents, four (4) hard copies and one (1) electronic version of operations and maintenance manuals shall be prepared and transmitted by Contractor to County prior to and as a condition of Final Completion. Final Payment will not be due until County has received all such manuals and all other manuals covering the Work that are either required to be provided by the terms of the Contract Documents or if not required are customarily provided according to usual commercial practices applicable to the portion of Work involved. Operating instructions will be included within the equipment manuals and will state all information necessary for County to operate, use, maintain and service the equipment fully and efficiently.

**.7 Start Up.** Contractor will be responsible for start-up of all systems and equipment purchased as part of the Work and has included sufficient amounts in its Bid to cover contingencies arising out of the start-up of such systems and equipment. Contractor will comply fully with each manufacturer's specifications and instructions. Systems and equipment specified to be furnished with manufacturer's supervision of start-up will be placed in operation only under such supervision.

### 3.5 CONTRACTOR'S WARRANTY

**3.5.1 General Warranty.** In addition to other warranties and guarantees required by the Contract Documents, Contractor shall, and hereby does, warrant and guarantee that: (1) the Work will conform to the requirements of Contract Documents, including, without limitation, any performance standards that are part thereof; (2) all Work for which there is not a specific requirement, criteria, specification or standard set forth in the Contract Documents will conform to the Standard of Performance; (3) all labor, equipment, materials and other items of Work will be when installed new and free of liens, claims and security interests; (4) without limitation to the other requirements of this warranty, all labor, installation and workmanship will be performed in a good and workmanlike manner; and (5) all labor, materials, equipment, services and work shall be free of defects for a period of one (1) year after Final Completion. If required by County, Contractor shall furnish satisfactory evidence as to the kind and quality of services, labor, installation, materials and equipment used. Manufactured items installed in the Work, unless otherwise specifically stated in the Contract Documents, are to be installed in strict accordance with manufacturer's current printed instructions.

**3.5.2 Repair, Replacement.** Without limitation upon the County's other rights or remedies under the Contract Documents or Applicable Laws, any and all Work that, for reasons other than (1) ordinary wear and tear or (2) abuse or neglect by persons or entities other than the Contractor or the Subcontractors, is not in conformance with the warranties or guarantees required by the Contract Documents or Applicable Laws shall be repaired or replaced, together with the repair or replacement of any other Work, Existing Improvements or the work of the Separate Contractors, the County's own forces or others, which may be removed, displaced or damaged in so doing. The Contractor shall notify the County in writing upon completion of such repair or replacement. In the event of failure by the Contractor to commence and pursue with diligence said replacement or repair within ten (10) Days after being notified by the County, the County is hereby authorized to proceed with such replacement and repair as the County deems necessary and expedient and to charge such costs to Contractor at Contractor's Own Expense.

**3.5.3 Not a Limitation.** The warranties stated in this Section 3.5 are in addition to any other warranties or guarantees that are required under any other provision of the Contract Documents or Applicable Laws. Nothing stated in this Section 3.5 shall be interpreted as a limitation upon the County's rights under any warranties or

guarantees provided for under any other provision of the Contract Documents or under Applicable Laws that afford the County greater rights than the rights afforded to County under this Section 3.5.

**3.5.4 Assignment.** Contractor does hereby unconditionally and irrevocably assign to County all warranties and guarantees issued or made by any Subcontractor, of any Tier (including, without limitation, any manufacturer, supplier and distributor) in connection with the Work. Such assignment shall not relieve Contractor of, or otherwise limit, any of its obligations contained in the Contract Documents, including, without limitation, the general responsibility and liability of Contractor for a breach by a Subcontractor (including, without limitation, any manufacturer, supplier and distributor, of any Tier) of a warranty or guarantee given by such Subcontractor in connection with the Work.

**3.5.5 Close-Out.** Unless sooner requested by County, Contractor shall furnish to County, as part of the Close-Out Documents and as a condition to Final Payment, all written guarantees or warranties that are required by the terms of the Contract Documents. All such guarantees and warranties shall be: (1) in writing; (2) indexed and bound; (3) accompanied by such certifications and instruction materials as may be required by the Contract Documents; and (4) issued to County or assignable by their terms, and in fact assigned, to County.

### 3.6 TAXES

**3.6.1 Payment by Contractor.** Contractor shall pay, at Contractor's Own Expense, all local, state and federal taxes, including, without limitation, all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or the Subcontractors, of all Tier, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then County, upon request, will execute documents necessary to show: (1) that County is a political subdivision of the State for the purposes of such exemption; and (2) that the sale is for the exclusive use of County. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.

**3.6.2 Tax Exempt Projects.** If applicable to the Project, Contractor shall comply with Applicable Laws concerning tax-exempt construction projects.

**3.6.3 Records of Taxes.** Contractor and the Subcontractors shall keep sufficient records to verify the amount of sales and use taxes paid. Copies shall be submitted with each monthly Application for Payment. Failure to keep or submit such records, resulting in the inability of County to claim a refund for taxes for such materials, shall render Contractor liable to County for the amount of such tax refund.

### 3.7 PERMITS, FEES AND LEGAL NOTICES

**3.7.1 Permits.** Contractor shall obtain and pay for all permits and approvals that are not stated in the Contract Documents to be the responsibility of the County. Such permits and approvals that are the responsibility of the Contractor may include local building or land use permits, California Department of Fish and Game Streambed Alteration Agreements (Section 1600 et seq.), California Department of Fish and Game collection permits, U.S. Army Corps of Engineers 404 fill and dredge authorization, Clean Water Act Section 401 authorization (managed by the local California Regional Water Quality Control Boards) land owner agreements, or other regulatory permits or approvals required for the implementation of the Project. All permits, licenses and certificates obtained by Contractor shall be delivered to County prior and as a condition to Final Completion and Contractor's right to Final Payment.

**3.7.2 Applicable Laws, Notices.** Contractor shall comply with, and give notices required by, Applicable Laws bearing on performance of the Work.

**3.7.3 Bonds, Undertakings.** Contractor shall, without Contract Adjustment, procure and obtain all bonds required of the County or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay, without Contract Adjustment, all charges for all approvals for street closings,

parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

**3.7.4 Notice of Violations.** Contractor shall immediately notify County in writing of any instruction received from County, or any other Project Team member that, if implemented, would cause a violation of any Applicable Law.

**3.7.5 Governmental Authority Approvals.** Where the Contract Documents state, or Applicable Laws require, that materials, processes or procedures must be approved by a Governmental Authority, Contractor shall be responsible for satisfying the requirements and obtaining the approval of such Governmental Authority.

### **3.8 CONTRACTOR'S PERSONNEL**

**3.8.1 Key Persons.** Contractor's employees acting as project manager, scheduler and superintendent constitute Key Persons. Individuals acting as Key Persons who are not already identified in Contractor's Post-Award Submittals shall be identified in writing to County prior to commencement of the Work.

**3.8.2 Background Check.** Contractor shall perform, prior to commencing Work on the Site, a thorough background check of each of the Key Persons and shall not, without prior written approval of County, employ any person to act as a Key Person if such background check, or other information known to Contractor, discloses a felony conviction or other matter which casts any reasonable doubt on the competency, reliability or honesty of such person.

**3.8.3 Project Manager.** The Key Person acting as project manager shall be deemed to have full authority to contractually bind Contractor, including, without limitation, the authority to bind Contractor to the terms of Contract Adjustments.

**3.8.4 Transfer.** Contractor's Key Personnel are deemed of essence to the Construction Contract. No Key Person shall, for so long as he/she is employed by Contractor, be transferred to any other project nor any of his/her responsibilities reassigned at any time during performance of the Work without the prior written approval of County, which approval may be granted or withheld in County's sole and absolute discretion.

**3.8.5 Removal.** County shall have the right, at any time, to direct the removal and replacement of any Key Person if his/her performance is determined by County, in its sole and absolute discretion, to be unsatisfactory.

**3.8.6 Replacement.** Any individual proposed by Contractor as a replacement for a Key Person must be approved in advance by County, such approval not to be unreasonably withheld, after submission by Contractor to County of complete information concerning such individual's experience and qualifications.

**3.8.7 Communications.** Important communications by Key Persons shall be confirmed in writing by Contractor. Other communications by Key Persons shall be confirmed on written request in each case.

**3.8.8 Contact Information.** Contractor shall provide to County, prior to the start of the Work, telephone numbers where Key Persons can be reached 24-hours a day, 7 Days a week.

**3.8.9 Signatures.** Prior to commencing the Work, Contractor shall submit to County a facsimile of the signatures of the Key Person acting as project manager, as well as any other representatives of Contractor with authority to sign on behalf of and contractually bind Contractor.

**3.8.10 Exclusion from Site.** Contractor shall at all times maintain good discipline and order at the Site among its employees and the employees of the Subcontractors. Any person in the employ of Contractor or any of the Subcontractors, of any Tier, whom County deems, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County.

### 3.9 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.9.1 **Preparation.** Within twenty-one (21) Days after issuance by County of the Notice of Intent to Award, the Contractor shall prepare and submit a Construction Schedule for the Work, both in hard copy and electronically, for the County's approval. The Construction Schedule shall in all respects conform to and be consistent with the time requirements for the Project set forth in the Construction Contract.

3.9.2 **Format.** The Construction Schedule shall be in the form of a critical path progress schedule that shows, in graphic form, a plan for performance of the Work within the Contract Time. It shall be prepared, using Primavera P3, as a time-scaled bar chart showing: (1) continuous flow from left to right and activities and milestones that are critical to Substantial Completion and Final Completion of the Work; (2) identification of "float"; and (3) a clearly highlighted critical path. Durations and specific calendar days shall be clearly and legibly shown for the early and late start and finish of each activity. With the exception of County Review Periods and Governmental Authority Review Periods, any activity with more than fifteen (15) Days in duration will be segmented into fifteen (15) Day increments. No more than ten percent (10%) of the activities shall be shown as critical. Techniques or methods designed to suppress depiction of available float are strictly prohibited.

3.9.3 **Detail.** Activities shown in the Construction Schedule shall be in sufficient detail to demonstrate a practical plan to complete the design, engineering, fabrication and construction within the Contract Time and shall, at a minimum, include the following:

- .1 the start and finish date of each activity;
- .2 the anticipated percent of completion at the end of each month;
- .3 the weighted labor value expressed as a percentage of the total labor cost of the Work for each activity;
- .4 the final manpower curves by trade;
- .5 the anticipated purchase and delivery of major materials and equipment;
- .6 the County's occupancy requirements;
- .7 receipt and incorporation of materials, products or equipment to be furnished by County (if any);
- .8 County Review Periods and County Review Dates that are acceptable to and approved by County;
- .9 Governmental Authority Review Periods; and
- .10 the activities identified as being on the critical path to Substantial Completion and Final Completion of the Work.

3.9.4 **Updates.** Throughout the performance of the Work, weekly updates shall be delivered, in hard copy and, if required by County, in an electronic form satisfactory to County. In addition, Contractor shall regularly prepare and submit to County short term, three (3) week "look-ahead" schedules generated from the Construction Schedule approved by County. Except to the extent permitted by Contract Adjustment to the Contract Time approved by County in a duly executed Change Order or Unilateral Change Order, in no event shall the Contractor's updates or "look ahead" schedules alter the dates for Substantial Completion or Final Completion set forth in the Construction Schedule approved by County.

3.9.5 **Governing Schedule.** The governing schedule for the Work shall be the updated Construction Schedule approved by the County. Unless otherwise directed in a writing signed by County, no other schedule shall



be used or relied upon by the Contractor or its Subcontractors in planning or performing the Work or in connection with any request for a Contract Adjustment to the Contract Time.

**3.9.6 Submittal Schedule.** Within twenty-one (21) Days after the receipt by the Contractor of the Notice of Intent to Award, the Contractor shall prepare and submit, in accordance with the Contract Documents, a Submittal Schedule for the County's approval. The Submittal Schedule shall be coordinated with the Construction Schedule and allow time for review of the Submittals as may be required by the Contract Documents, or if none is required, a reasonable time for such review. Contractor shall keep the Submittal Schedule current and updated in the same manner as required for updating of the Construction Schedule.

**3.9.7 Schedule Responsibility.** Contractor is and shall remain solely responsible, notwithstanding the County's review or approval thereof, for the accuracy, suitability and feasibility of all schedules it prepares for the Project, including, without limitation, the Construction Schedule, Submittal Schedule, "look ahead" schedules, recovery schedules and any updates thereof.

**3.9.8 Condition of Payment.** Compliance by Contractor with the requirements of this Section 3.9 and the other provisions of the Contract Documents pertaining to preparing, submitting, revising and updating the Construction Schedule and Submittal Schedule is a condition to County's obligation to make payment to Contractor. Recognizing that scheduling is a continuing, cumulative and recurring obligation, failure by County or to assert a right to withhold payment under this Paragraph 3.9.8 due to a noncompliance by Contractor with its schedule obligations shall not waive or diminish the County's right to withhold or disapprove of future payments on account of such prior, or any other past or future, noncompliance of the same or similar nature.

**3.9.9 Scheduling by County.** Without limitation to County's other rights under the Contract Documents, if Contractor fails after written notice by County to perform any part of its obligations relating to scheduling, County shall have the right, but not the obligation, to retain one or more schedule consultants to perform, in whole or in part, the Contractor's obligations or supplement the scheduling services provided by Contractor and to reimburse County for the costs of such consultant services by withholding such costs from payments to Contractor.

### 3.10 DOCUMENTS AT SITE, REPORTING, MEETINGS

#### 3.10.1 Documents at Site

**.1 Contract Documents, Submittals.** Contractor shall at all times while performing Work at the Site maintain, in good order, at the Site: (1) one legible set of the permitted Contract Documents; (2) one legible copy of the current version of the other Contract Documents; (3) one legible and current version of approved Shop Drawings, Product Data, Samples and other Submittals; (4) one approved Storm Water Pollution Prevention Plan (SWPPP); and (5) one copy of all reports prepared pursuant to the Mitigation, Monitoring, and Reporting Program (MMRP) requirements of the California Environmental Quality Act.

**.2 Record Documents.** Contractor shall maintain Record Drawings and Specifications in a satisfactory record condition by posting, on a weekly basis (or, in the case of building or site mechanical, electrical, plumbing or fire sprinkler systems, as soon thereafter as is reasonable and practical), thoroughly and neatly, on the Drawings and Specifications all Changes to the Work and the location of the Work, including, without limitation, the location of portions of the Work shown diagrammatically, as occurs in the actual construction of the Work. The Record Drawings and Specifications and other Record Documents shall be prepared or converted, if requested by County, to electronic form (such as, AutoCAD, Adobe Acrobat or other software satisfactory to County). All Record Drawings and Specifications and other Record Documents shall be deemed the sole property of County and, at the earlier of Final Completion or termination of the Construction Contract, shall be turned over to County. At the time they are so turned over to County, they shall be manually signed by Contractor's superintendent certifying that, to the best of his/her knowledge, they are true and accurate and that the indications thereon represent the actual condition of the Work.

**.3 Availability for Review.** Copies or originals of all documents required to be maintained by Contractor at the Site or required to be submitted to County or the Architect shall be available at all times at the Site while Work is being performed for review by County, Inspector of Record, Architect and Governmental Authorities.

**.4 Condition of Payment.** Compliance by Contractor with the requirements of this Paragraph 3.10.1 shall be deemed a condition to Contractor's right to payment upon its Applications for Payment.

### 3.10.2 Daily Reports.

**.1 Delivery.** At the end of each Day that Contractor performs the Work on the Site, Contractor shall submit a daily report to County (on the form provided or approved by County) together with applicable delivery tickets for all labor, materials and equipment furnished that Day. If requested by County, daily reports shall be delivered electronically.

**.2 Content.** Daily Reports shall include the following information:

(1) Labor - The names of the workers, and for each such worker his/her classification and hours worked.

(2) Material - A list of the different materials used and for each different material the quantity used.

(3) Equipment - The type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.

(4) Inspection and Testing Activities - A list of inspections performed by name of inspector and testing company and the type of inspection, items of the Work involved and a description of the outcome of such inspection or test.

(5) Visitors, Guests, Dignitaries - A list of visitors and guests by name, title, company and purpose of visit.

(6) Areas of the Work - A statement of the areas of the Site on which the Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the Day.

(7) Accidents, Delays, Defective Work - A description in detail of any injuries to the workers, accidents or delays that occurred or Defective Work that was encountered.

(8) Other Services and Expenditures - A description of other services and expenditures in such detail as County may require.

**.3 Payment.** Timely and complete submission of daily reports by Contractor shall be a condition to Contractor's right to payment under the Construction Contract.

**3.10.3 Progress Meetings.** Contractor shall attend all progress meetings at the Site, at which meetings progress of the Work shall be reported in detail with reference to the then-current updated Construction Schedule approved by the County. Progress meetings shall be held weekly, or at such other time or frequency as County, in its sole and absolute discretion, deems necessary. A representative of each Subcontractor then actively performing Work, or immediately scheduled to become active, shall have a competent and knowledgeable representative present at such progress meeting to report on the condition of the Work of such Subcontractor and to receive relevant information. Meeting notes shall be taken by the County or Architect and distributed to all meeting attendees and all other affected parties.

**3.10.4 Notice Requirements.** Under no circumstances shall information contained in Contractor's daily job reports, monthly reports or job meeting minutes relieve Contractor of its obligations to comply with, serve as a substitute for, nor constitute a waiver by County of its right to insist upon, Contractor's compliance with the provisions of the Contract Documents relative to timely and complete notice to County of Changes, Delays, Claims or other matters for which written notice is required by the Contract Documents.

3.10.5 **Availability for Review.** Copies or originals of all Record Documents, daily reports, job meeting minutes and other documents required to be maintained or actually maintained by Contractor at the Site or required to be submitted to County or Architect shall be available at the Site for review by County, Architect, Inspectors of Record, County Consultants and Governmental Authorities.

### 3.11 SUBMITTALS

3.11.1 **Not Contract Documents.** Shop Drawings, Product Data, Samples and other Submittals are not Contract Documents. Their purpose is to demonstrate for those portions of the Work for which Submittals are required the way Contractor proposes to conform the Work to the designs and other information in the Contract Documents.

3.11.2 **Coordination with Others.** Contractor shall cooperate in the coordination of Contractor's Shop Drawings, Product Data, Samples and other Submittals with related documents submitted by the Separate Contractors.

#### 3.11.3 Submission by Contractor.

.1 **Submission.** All Shop Drawings, Product Data, Samples and other Submittals required by the Contract Documents shall be submitted to Architect for its review and approval, with a copy to County and to such of County's Consultants or Separate Contractors as County may direct in writing. Informational submittals (i.e., Submittals upon which no responsive action is expected) shall be limited to those Submittals so identified in the Contract Documents. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

.2 **Contractor Approval.** The Contractor shall review, stamp "approved" and submit Contractor's Shop Drawings, Product Data, Samples and other Submittals to the Architect, in accordance with the latest Submittal Schedule approved by the County. The Contractor's approval and submission of Submittals constitutes a representation that the Contractor has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents and with the Submittals for related Work. Submittals without evidence thereon of the Contractor's approval shall be returned, without further consideration, for resubmission in accordance with these requirements.

.3 **Transmittal.** All Submittals shall be accompanied by an accurately completed transmittal in the form required by County. With respect to Submittals of documents, the transmittal shall give a list of the numbers of the sheets submitted. All sheets shall be marked with the name of the Project and the name of Contractor shall be numbered consecutively and referenced to the sheets or paragraphs of the Drawings and Specifications affected. A separate transmittal form shall be used for each specific item or class of material or equipment for which a Submittal is required. Transmission of Submittals of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency dictates review of the group or package as a whole. Any Submittal not accompanied by such transmittal form, or where all applicable items on the form are not completed, may be returned for re-submittal without review.

.4 **Timing.** Submittals shall be provided within the time frame specified in the Contract Documents, in accordance with the Construction Schedule and Submittal Schedule and at a time sufficiently early to allow review of the same by the Architect without causing Delay to construction progress. Contractor will be responsible to pay, at Contractor's Own Expense, additional services fees and costs incurred by County to the Architect, Inspectors of Record and County Consultants in order to expedite review of Submittals which are not submitted in a timely fashion.

.5 **Content.** Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams and product samples, necessary to describe a system, product or item. Submittals shall show in detail the size, sections and dimensions of all members, the arrangement and construction of all connections, joints and other pertinent details, and all holes, straps and other fittings for attaching the Work. When required by the Architect or the Contract Documents, engineering computations shall be submitted.

**.6 Professional Certifications.** When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

**.7 Multiple Submittals.** Except where the preparation of a Submittal is dependent upon the approval of a prior Submittal, all Submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.

**.8 Notation of Revisions.** Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or other Submittals, to revisions other than those requested and approved by Architect on previous Submittals.

**.9 Duplicates.** Contractor shall be responsible for delivering duplicates of Submittals to all other persons whose work or services are dependent thereon.

**3.11.4 Review of Submittals.** Review of Submittals by Architect, County or County Consultants is subject to the limitations of Paragraph 4.2.6, below. Contractor shall, notwithstanding any review or approval thereof by County, Architect or a County Consultant, be solely responsible for the content of all Submittals. Without limitation to the foregoing, deviations in Submittals from requirements of the Contract Documents shall remain the sole responsibility of Contractor unless Contractor has specifically informed Architect in writing of such deviation at the time of submission of the Submittal and Architect has given specific written approval thereof.

**3.11.5 Contract Adjustments.** Subject to Contractor's rights and obligations under Article 7, below, revisions indicated on Shop Drawings, Product Data, Samples or other Submittals shall not be considered as a basis for Contract Adjustments.

**3.11.6 Compliance with Contract.** Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or other Submittals until the respective Submittal has been returned by the Architect with an indication that it has been reviewed and that the Work addressed by the Submittal may proceed. Such Work shall be in accordance with such Submittals, unless such Submittal indicates that there are corrections to be made. If corrections are indicated to be made then the Work shall be in accordance with the re-submitted and corrected Submittal that is reviewed and returned to the Contractor by the Architect.

### 3.12 USE OF SITE

**3.12.1 Staging Area.** Contractor will be assigned staging space on or adjacent to the Site, and all field offices, materials and equipment shall be kept within this area. Unless otherwise required by the Contract Documents, Contractor shall be responsible for restoring such areas and surrounding areas to the condition they were in prior to Contractor's commencement of the Work.

**3.12.2 Existing Improvements.** During the installation of the Work, Contractor shall ensure that Existing Improvements are adequately protected. Upon Final Completion of the Work, all Existing Improvements not required by the Contract Documents to be demolished as part of the Work that have been damaged by the actions or inactions of Contractor or its Subcontractors shall be restored to the condition they were in prior to Contractor's commencement of the Work.

**3.12.3 Operations at Site.** Contractor shall confine its activity, access and parking at the Site to areas permitted by Applicable Laws and County and shall not unreasonably encumber the Site with materials or equipment. Contractor acknowledges that it is experienced in performing construction within limited and confined areas and spaces such as those that are anticipated to exist on this Project and agrees to assume responsibility, without a Contract Adjustment, to take all special measures (including, without limitation, those related to protection, storage, staging and deliveries) as may be necessary to adapt its performance to the constraints of the Site.

**3.12.4 Coordination.** Contractor shall coordinate Contractor's operations with, and secure the approval of, County before using any portion of the Site.

**3.12.5 Unauthorized Use.** Personnel of Contractor and the Subcontractors shall not occupy, live upon or otherwise make use of the Site during any time that the Work is not being performed at the Site, except as otherwise approved by County.

**3.12.6 Site Security.** Contractor is responsible for the security of the Site and all of the Work, as well as the work of the Separate Contractors or County's own forces that occurs on the Site. Fences, barricades and other perimeter security shall be maintained in good condition and secured with locking devices. Damage to fences, barricades or other perimeter security, regardless of the cause, shall be repaired immediately at Contractor's Own Expense. Graffiti and unauthorized postings shall be removed or painted over so as to maintain a clean and neat appearance. Mobile equipment and operable machinery shall be kept locked or otherwise made inoperable whenever left unattended.

**3.12.7 Persons on Site.** Contractor shall not allow any person, other than the workers on the Project, authorized representatives of a union, or other individuals authorized by County, to come upon any portion of the Site where the Work is being performed. Only authorized personnel will be permitted on the Site. Contractor shall at all times maintain good discipline and order among its employees and the employees of the Subcontractors. Any person in the employ of Contractor or of any Subcontractors whom County may deem, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County and all Losses to Contractor or County associated therewith shall be borne by Contractor at Contractor's Own Expense.

**3.12.8 County Uses and Activities.** Contractor shall, prior to performing the Work at an operating or occupied County facility, become informed and take into specific account the uses by County and others of the Site and Existing Improvements, including, without limitation, business operations, public uses, employee uses, visitor uses, planned functions and ceremonies, and coordinate its planning, staging, scheduling, barricading and other performance of the Work so as to cause the minimum amount of interference or disturbance, whether before or after operating hours.

**3.12.9 Dust, Fumes, Noise.** Contractor shall take preventive measures to minimize, and eliminate wherever reasonably possible, generation of dust, fumes and noise.

**3.12.10 Confinement of Operations.** Contractor shall confine apparatus, the storage of materials and the operations of the workers to limits indicated by Contract Documents or as otherwise directed by County in writing.

**3.12.11 Prohibited Substances.** Contractor shall not permit (1) the possession or use of alcohol or controlled substances on the Site or (2) smoking in other than designated smoking areas approved by County.

**3.12.12 Survey Markers.** Contractor shall not disturb or cover any survey markers, monuments or other devices marking property boundaries or corners. If such markers are covered they shall be uncovered and if disturbed they shall be replaced by Contractor by means of the services of a licensed land surveyor. The costs of such uncovering and replacement shall be at Contractor's Own Expense.

**3.12.13 Drainage, Erosion.** Contractor is responsible for and shall make corrections to changes in patterns of surface water drainage resulting from, and related erosion control made necessary by, the performance of the Work.

**3.12.14 Trenches.** As required by California Labor Code §6705, if the Contract Price exceeds Twenty-Five Thousand Dollars (\$25,000) and involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of commencing excavation, submit to County a detailed 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 trench or trenches. If such plan varies from the Shoring Systems Standards established by the Construction Safety Orders of the California Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer, employed by Contractor at Contractor's Own Expense. Nothing in this Paragraph 3.12.14 shall be deemed to allow the use of a system less effective than that required by such Construction Safety Orders. No excavation of such trench or trenches shall be commenced until such plan has been approved by County and Architect. Nothing in this Paragraph 3.12.14 shall be construed to impose any liability, including, without limitation, any tort liability, upon the County or upon any of its officers, agents, representatives or employees.

### 3.13 CUTTING AND PATCHING

Contractor shall be responsible for all cutting, fitting or patching required to complete the Work and to make its parts fit together properly both among themselves and with any Existing Improvements and the work of the Separate Contractors and of County's own forces. In all cases, cutting shall be performed under the supervision of competent mechanics skilled in the applicable trade and openings shall be cut as small as possible to prevent unnecessary damage. Contractor shall not damage or endanger a portion of the Work, Existing Improvements or fully or partially completed construction of County's own forces or of the Separate Contractors by cutting, patching, excavating or otherwise altering such construction. Contractor shall not cut or otherwise alter such Existing Improvements or construction by Separate Contractors or by County's own forces except with the written consent of such Separate Contractors or County, which consent shall not be unreasonably withheld, delayed or conditioned. When asked, Contractor shall not unreasonably withhold from the Separate Contractors or County the Contractor's consent to Separate Contractors' or County's own forces' cutting or other alteration of the Work as required to complete the work of the Separate Contractors or County's own forces.

### 3.14 UTILITIES AND SANITARY FACILITIES

**3.14.1 Contractor Responsibility.** Except as otherwise required by California Government Code §4215, Contractor shall contact all relevant utility providers and arrange for obtaining all available information, concerning location of subsurface utility lines. Prior to commencement of any digging, Contractor shall make its own investigation, including exploratory excavations, to determine the locations and type of Work which could result in damage to such utilities. In accordance with California Government Code §§4216 et seq., except in an emergency, Contractor shall contact the appropriate regional notification center at least two (2) the working days, but not more than fourteen (14) Days, prior to commencing any excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain sub-service installations, and shall obtain an inquiry identification number from the regional notification center. Contractor shall not assume, unless actual observed surface conditions at the Site indicate otherwise, that utilities are located in the same location as indicated on the as-built records or other information obtained by Contractor. Contractor shall conduct potholing in advance of digging in any areas where there are not apparent surface conditions at the Site indicating the actual location of underground utilities and be at all times vigilant in watching for any conditions encountered, above or below the surface of the ground, that might indicate that underground utilities are at locations other than those indicated by the as-built records or other information obtained by Contractor. Contractor shall perform its digging operations in a slow and meticulous manner so as to avoid wherever reasonably possible damaging existing underground utilities. Contractor shall, at Contractor's Own Expense, make good any Loss to County or others as a result of Contractor's failure to perform any of its obligations under this Paragraph 3.14.1. Nothing stated in this Paragraph 3.14.1 shall be interpreted as requiring Contractor to do subsurface exploration or potholing for the purpose of locating subsurface utilities at the Site prior to the Bid Closing Deadline or as precluding the Contractor from receiving a Contract Adjustment for unknown subsurface utilities constituting Differing Site Conditions that are encountered in the course of performing the Site investigation or potholing required by this Paragraph 3.14.1.

**3.14.2 County Responsibility.** If and to the extent required by California Government Code §4215, County assumes the responsibility for removal, relocation, and protection of those existing main or trunkline utility facilities located at the Site at the time of commencement of the Work that are not identified in the Contract Documents. Provided that Contractor has exercised the Standard of Care in performing the Work in accordance with the Contract Documents, Contractor shall be entitled to a Contract Adjustment for, relocating, repairing or removing any utility facilities not indicated in the Contract Documents with reasonable accuracy, including, without limitation, equipment on the Site necessarily idled thereby. Delays caused by County's or a utility owner's failure to provide for the removal or relocation of such utility facilities shall constitute a Compensable Delay. Nothing herein shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes located on or adjacent to the Site.

**3.14.3 Temporary Utilities.** All utilities, including but not limited to electricity, water, gas and telephone, used in performance of the Work (including, without limitation, meters and temporary distribution systems from distribution points to points on Site where a utility is needed and "tap fees") shall be furnished and paid for by Contractor or, if furnished by County, shall be paid for by Contractor at Contractor's Own Expense. Upon Final Completion of the Work, Contractor shall remove all temporary distribution systems. If the Work involves an addition

to an existing facility, Contractor may, with written permission of County, granted or withheld in County's sole and absolute discretion, use County's existing utilities by making prearranged payments to County for utilities used by Contractor. When it is necessary to interrupt any existing utility service to make connections, a minimum of two (2) working days' advance notice shall be given to County. Interruptions shall be of the shortest possible duration and shall be scheduled during a time of Day that minimizes its impact on the operations of the existing facility. Any Loss to County or Contractor associated with interruption of a utility service as a result of Contractor's breach of, or failure to fully comply with, its obligations under this Paragraph shall be paid for by Contractor at Contractor's Own Expense.

**3.14.4 Sanitary Facilities.** Contractor shall provide sanitary temporary toilet facilities, for the use of all the workers, in no fewer numbers than required by Applicable Laws, plus such additional facilities as may be directed by County. Such facilities shall be maintained in a sanitary condition at all times. Use of existing or permanent toilet facilities shall not be permitted except by written consent of County.

### **3.15 CLEANING UP**

**3.15.1 Contractor Responsibility.** Contractor at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. At the end of each Day that Work is performed, Contractor shall not leave debris under, in or about the Site but shall promptly dispose of or remove same from the Site. Without limitation to the other clean up requirements of the Contract Documents, upon Final Completion, Contractor shall: (1) clean the interior and exterior of the buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; (2) clean and polish all glass, plumbing fixtures, finish hardware and similar finish surfaces and equipment; and (3) remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from the Site.

**3.15.2 Cleanup by County.** If Contractor fails upon 24 hours' notice by County to perform its obligation to clean up, County may arrange to do so, and the cost thereof shall be borne by Contractor at Contractor's Own Expense.

### **3.16 ACCESS TO THE WORK**

**3.16.1 County.** County, Inspectors of Record, Architect and County Consultants, and their representatives, and such other persons as authorized by County, shall at all times have access to the Work, either in preparation or in progress. Contractor shall provide safe and proper facilities for such access so that they and their representatives may perform their functions safely.

**3.16.2 Separate Contractors.** County, using its own forces or those of Separate Contractors, may, at any time during the performance of the Work, enter the Site for the purpose of performing construction or for any other purpose. Contractor shall cooperate with County, County's own forces and Separate Contractors and not interfere with other work being done by them or on their behalf.

**3.16.3 Delivery Routes.** Contractor shall arrange for delivery of material over routes designated by County.

### **3.17 INTELLECTUAL PROPERTY RIGHTS**

Contractor shall pay all royalties and license fees relating to use of Intellectual Property Rights pertaining to Work performed. Contractor shall defend suits or claims for infringement of Intellectual Property Rights and shall defend, indemnify and hold harmless the Indemnitees from Loss on account thereof in accordance with the terms of Section 3.18, below, unless the infringement is due to a particular design, process, product or product of a particular manufacturer that is required by the Contract Documents; provided, however, that if Contractor has information leading it to believe that the use of a particular design, process or product required by the Contract Documents would constitute an infringement of an Intellectual Property Right, then Contractor shall nonetheless be responsible to provide such defense, indemnification and hold harmless if such information is not promptly furnished in writing to County.

### 3.18 INDEMNIFICATION

**3.18.1 Contractor's Indemnity Obligation.** To the fullest extent permitted by Applicable Laws, Contractor agrees to indemnify, immediately defend at its own expense and hold harmless, County, Board of Supervisors, and each of their respective members, officers, employees, agents, insurers and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to County, from any and all Losses, whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any of the following:

- .1 any act or omission of Contractor or a Subcontractor, of any Tier;
- .2 the activities of Contractor or a Subcontractor, of any Tier, on the Site or on other properties related to performance of the Work or the preparation for performance of the Work;
- .3 the payment or nonpayment of any Subcontractor, of any Tier, for the Work performed, except where such nonpayment is the result of a breach by County of its payment obligations under the Contract Documents;
- .4 the existence or dispersal of any Hazardous Substances or Mold on the Site as a result of the failure of Contractor or a Subcontractor, of any Tier, to comply with its obligations under the Contract Documents;
- .5 the violation by Contractor or a Subcontractor, of any Tier, of an obligation under Section 3.17, above, involving infringement of an Intellectual Property Right; or
- .6 the violation by Contractor or a Subcontractor, of any Tier, of any Applicable Law, including, without limitation, the violation of any requirement of the State of California General Permit for Storm Water Discharges Associated with Construction Activity and subsequent amendments or orders for construction activities as applicable thereto (including, without limitation, the requirements of a Storm Water Pollution Prevention Plan) or the violation of any applicable requirement of any local or regional Air Quality Management District (AQMD) (including, without limitation, a violation of any of the requirements set forth in the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley) or AQMD Rule 403 (for projects west of the Coachella Valley));

PROVIDED, HOWEVER, that nothing contained herein shall be construed as obligating Contractor to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Contractor and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved, the obligation of Contractor will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect.

**3.18.2 Indemnification of Adjacent Property Owners.** In the event Contractor enters into an agreement with the owners of any adjacent property to enter upon such property for the purpose of performing the Work or other activities incidental to the Work, Contractor shall fully indemnify, defend and hold harmless any person or entity which owns or has any interest in such adjacent property against any Loss resulting from the acts or omissions of the Contractor or its Subcontractors. The form and content of such indemnification agreement shall be approved by County prior to commencement of any Work on or around such property.

**3.18.3 Insurance and Employment Benefits.** The indemnification, defense and hold harmless obligations of Contractor under this Section 3.18, as well as any such obligations stated elsewhere in the Contract Documents: (1) shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which any Indemnitee, Contractor or any Subcontractor carries or is required to carry under the terms of the Contract Documents; (2) is independent of and in addition to the Indemnitees' rights under the insurance to be provided by an Indemnitee, Contractor or any Subcontractor; and (3) shall not be limited, in the event of a claim



against an Indemnitee by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or Subcontractor under any worker's compensation act, disability benefit act or other employee benefit program.

**3.18.4 Subcontractor Indemnity Agreements.** Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section 3.18 from each and every Subcontractor, of every Tier.

**3.18.5 Implied Indemnity Rights.** Notwithstanding anything stated in this Section 3.18 or elsewhere in the Contract Documents to the contrary, an Indemnitee's right to seek equitable indemnity and contribution from Contractor is in no way diminished, limited or precluded by any agreement by Contractor to provide express contractual indemnity to such Indemnitee. Contractor's obligations under this Section 3.18 shall be deemed to completely eliminate and preclude any right by Contractor to seek contractual or equitable indemnity or contribution from any Indemnitee for any Loss covered by the Contractor's express indemnification obligations under this Section 3.18.

**3.18.6 Obligation to Defend.** The Contractor's obligation to defend under this Section 3.18 includes, without limitation, the obligation to immediately reimburse an Indemnitee for any attorney's fees, court costs (statutory and non-statutory), arbitration and mediation expenses, professional, expert and consultant fees, investigative costs, postage costs, document copying costs, telecopy costs and any and all other costs and expenses associated with defense of such Indemnitee as and when incurred by any Indemnitee in defense of a claim by any third person or entity as a result of Contractor's failure or refusal to comply with its immediate defense obligation to such Indemnitee. Nothing stated in this Section 3.18 or elsewhere in the Contract Documents shall be interpreted as providing or implying that the obligation of Contractor to defend an Indemnitee against an alleged Loss that is within the scope of the Contractor's indemnification obligation under this Section 3.18 or under any other provision of the Contract Documents is to any extent released, excused, limited or relieved by a finding, determination, award or judgment by a court or arbitrator that the alleged Loss was due to circumstances not within the scope of such indemnification obligation.

**3.18.7 Enforcement.** The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing a right to defense and/or indemnification under this Section 3.18.

### **3.19 LABOR, WAGES, PAYROLL RECORDS**

**3.19.1 Public Work.** This Work is a "public work" as defined in Labor Code §1720 and must be performed in accordance with the requirements of Labor Code §§1720 to 1850 and Title 8 California Code of Regulations §§16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

**3.19.2 Prevailing Wage Rates.** Pursuant to the provisions of Article 2 (commencing at §1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work from the Director of the Department of Industrial Relations. These rates are on file with County and copies will be made available to any interested party on request. Contractor shall post a copy of such wage rates at the Site. The adoption of such wage rates is not a representation that labor can be obtained at these rates. It is the responsibility of Contractor to inform itself as to the local labor conditions. Holiday and overtime Work, when permitted by Applicable Laws, shall be paid for at a rate of at least one and one-half times the adopted rate of per diem wages, unless otherwise specified. Holidays shall be defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed.

**3.19.3 Unclassified Workers.** Any worker employed to perform the Work not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director of the Department of Industrial Relations shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the Work to be performed by him/her, and such minimum wage rate shall be retroactive to time of initial employment of such person on the Project in such classification.

**3.19.4 Per Diem Wages.** Contractor shall pay or shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any of the Subcontractors and such workers. Pursuant to California Labor Code §1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay.

**3.19.5 Applicable Laws.** Contractor represents and warrants that the Contractor's Bid and the Contract Price includes funds sufficient to allow Contractor to comply with all Applicable Laws governing the labor or services to be provided. Contractor shall defend and indemnify the Indemnitees in accordance with Section 3.18, above, for any violation of any Applicable Law, including but not limited to California Labor Code §2810, and agrees to pay all assessments, including wages and penalties, made against County in relation to such violations.

**3.19.6 Posting at Site.** Contractor shall post at appropriate conspicuous points on the Site the prevailing wage rates of the Department of Industrial Relations in accordance with 8 California Code of Regulations 16100(b).

**3.19.7 Worker Hours.** As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code, eight (8) hours of labor shall constitute a legal day's work. The standard work day of any worker employed at any time by Contractor or any of the Subcontractors performing the Work, or any part of the Work, shall, except as hereinafter provided, be limited and restricted by Contractor to eight (8) hours per day, between the hours of 6:00 A.M. and 6:00 P.M. (unless otherwise required by Applicable Laws), plus one-half hour unpaid lunch approximately midway through the shift, provided that Contractor or any of the Subcontractors may establish a four day/ten-hour schedule consistent with Applicable Laws pertaining to payment of prevailing wages and the provisions any applicable collective bargaining agreement. A regular-work week shall constitute forty (40) hours during any one week. Notwithstanding the provisions hereinabove set forth, the parties hereto may agree to changes in the work day or the work week as permitted by Applicable Laws, and Contractor and all Subcontractors must pay the appropriate prevailing wage rate for those hours and days worked.

**3.19.8 Overtime.** Overtime work performed by employees of Contractor or any of the Subcontractors shall be compensated according to the applicable general prevailing rate established by the Department of Industrial Relations for holiday and overtime work for each craft, classification or type of worker in the locality in which the Work is to be performed.

**3.19.9 Payroll Records.** It shall be the sole responsibility of Contractor to ensure compliance with the provisions of Applicable Laws and the Contract Documents relating to maintenance and submission of payroll records. Pursuant to the provisions of California Labor Code §1776, Contractor shall keep, and shall cause each Subcontractor performing any portion of the Work to keep, accurate certified payroll records, showing the name, address, social security number, worker classification and 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 Contractor in connection with the Work. Certified payroll records must be in the payroll reporting format prescribed by the Division of Labor Standards Enforcement. If there is no work by Contractor or a Subcontractor in a given week, Contractor must keep and submit a certified "Nonperformance" payroll record, indicating "no work" for that week. Contractor shall submit all certified payroll records to County in complete, unredacted form with an original signature on the Statement of Compliance, along with, and as a condition to, its Applications for Payment. Additionally, payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

**.1** a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request;

**.2** a certified copy of all such payroll records shall be made available for inspection or furnished upon request to County, the Division of Labor Standards Enforcement and/or the Division of Apprenticeship Standards of the Department of Industrial Relations or such other person or entity as designated by County;

**.3** a certified copy of all such payroll records shall be made available upon request by the public for inspection or the copying thereof, provided that (1) such request is made by the public through either County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, (2) such requested payroll records have not previously been provided pursuant to Subparagraph 3.19.9.2,

above, then the requesting individual or entity shall, prior to being provided the records, reimburse the costs of preparation by Contractor, the Subcontractors and the entity through which the request was made, and (3) the public shall not be given access to records at the principal office of Contractor;

.4 Contractor and each Subcontractor shall within ten (10) Days after receipt of a written request file a certified copy of such payroll records with the person or entity that requested the records;

.5 Contractor shall provide, and shall cause each Subcontractor to provide, payroll records as defined in Title 8 California Code of Regulations §16000 to County within ten (10) Days after receipt of written request, at no cost to County;

.6 any copy of such payroll records made available for inspection by, and copies furnished to, the public shall be redacted in a manner so as to prevent disclosure of an individual's name, address, and social security number, except that any copy made available for inspection by, and copies furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Section 175a) shall be marked or redacted only to prevent disclosure of an individual's name and social security number, and in either event, the name and address of Contractor or the Subcontractor performing the Work shall not be so obliterated; and

.7 any copy made available to an agency included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records;

.8 Contractor shall inform County concurrently with the submission of its initial Application for Payment, of the location of such payroll records, including the street address, city and county, and thereafter shall, within five (5) working days, provide a notice of any change of location and address of such payroll records.

**3.19.10 Apprentices.** Contractor acknowledges that, even if performance of the Work involves a dollar amount greater than or a number of working days greater than that specified in California Labor Code §1777.5, it shall be the sole responsibility of Contractor, for all apprentice occupations, to ensure compliance with California Labor Code §1777.5, including, without limitation, the following provisions:

.1 Apprentices of any crafts or trades may be employed and, when required by California Labor Code §1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the California Labor Code.

.2 Every such apprentice shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

.3 Only apprentices, as defined in California Labor Code §3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at §3070), Division 3 of the California Labor Code, are eligible to be employed at the apprentice wage rate on Public Works. The employment and training of each apprentice shall be in accordance with either: (1) the apprenticeship standards and apprentice agreements under which he or she is training, or (2) the rules and regulations of the California Apprenticeship Council.

.4 Contractor and any of the Subcontractors employing workers in any apprenticeable craft or trade in performing any of the Work shall apply to the applicable joint apprenticeship committee for a certificate approving Contractor or the Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

.5 Prior to commencing the Work, Contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the Site of the Work. The information submitted shall include an estimate of journeyman hours to be performed under the Construction Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to County if requested by County.

.6 The ratio of the Work performed by apprentices to journeymen employed in a particular craft or trade on the Work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates, where Contractor or the Subcontractor agrees to be bound by those standards, but, except as otherwise provided in this Paragraph, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of journeyman work. Apprentices may comprise up to thirty percent (30%) of the work force of each particular craft, classification or type of worker employed, unless the applicable joint apprenticeship committee establishes a lower percentage. To the extent possible, fifty percent (50%) of the apprentice work force shall consist of first-year apprentices.

.7 The interpretation and enforcement of California Labor Code §1777.5 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

.8 Contractor and all the Subcontractors shall comply with California Labor Code §1777.6, which forbids certain discriminatory practices in the employment of apprentices.

.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work, paying special attention to California Labor Code §§1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, §§200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

**3.19.11 Pre-Construction Meetings, Interviews.** Contractor shall attend any pre-construction meetings held by County to discuss labor requirements. Contractor and the Subcontractors shall allow County, County Consultants and the Department of Industrial Relations, and designated representatives of each, to conduct, at their discretion, interviews of workers at the Site during working hours.

#### **3.19.12 Penalties for Violations.**

.1 **Prevailing Wage Violations.** Pursuant to California Labor Code §1775, Contractor and any of the Subcontractors shall, as a penalty, pay an amount not to exceed Two Hundred Dollars (\$200) for each Day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Director of the Department of Industrial Relations, for the trade or craft in which such worker is employed by Contractor or, except as provided by said §1775, by any of the Subcontractors, of any Tier, for performance of the Work. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of both: (1) whether the failure of Contractor or the Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, whether the error was promptly and voluntarily corrected upon being brought to the attention of Contractor or the Subcontractor; and (2) whether Contractor or the Subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between the amount owed to each worker pursuant to such prevailing wage rates, and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

.2 **Working Hour Violations.** Pursuant to Labor Code §1813, Contractor shall pay a penalty of Twenty-Five Dollars (\$25) per worker employed in the performance of the Work by Contractor or by any of the Subcontractors for each Day during which such worker is required or permitted to work more than eight (8) hours in any Day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

.3 **Payroll Record Violations.** Pursuant to California Labor Code §1776, Contractor shall in the event of a failure to comply within ten (10) Days with any written notice requesting the records enumerated in subdivision (a) of said §1776, pay a penalty of One Hundred Dollars (\$100) for each Day, or portion thereof, for each worker, until Contractor has strictly complied with such request. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

.4 **Apprenticeship Violations.** Pursuant to California Labor Code §1777.7, if Contractor or the Subcontractor is determined by the Chief of the Division of Apprenticeship Standards (the "Chief") to have knowingly committed a first-time violation of California Labor Code §1777.5, Contractor or the Subcontractor shall pay, as a civil penalty, an amount not exceeding One Hundred Dollars (\$100) for each full Day of noncompliance, provided that the

amount of this penalty may be reduced by the Chief if the penalty would be disproportionate to the severity of the violation. In lieu of this penalty, the Chief may, for a first-time violation and with the concurrence of the joint apprenticeship committee, order Contractor or the Subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance. If such violation by Contractor or the Subcontractor is a second or subsequent violation committed within a three (3) year period from a previous violation of §1777.5, Contractor or the Subcontractor shall pay, as a civil penalty, to County the sum of not more than Three Hundred Dollars (\$300) for each full Day of noncompliance. County shall withhold the amount of the civil penalty from contract progress payments then due or to become due. In addition, if Contractor or the Subcontractor is determined to have knowingly committed a serious violation of any provision of §1777.5, the Chief may deny to Contractor or the Subcontractor, and to its responsible officers, the right to bid on or be awarded a contract to perform work as a subcontractor on any subsequent project for County for a period of up to one (1) year for the first violation and for a period of up to three (3) years for a second or subsequent violation.

**3.19.13 Subcontractor Provisions.** Contractor shall include, and shall require the Subcontractors to include, contractual provisions in all contracts they enter into for the performance of the Work requiring compliance with the provisions of this Section 3.19 at no additional cost.

**3.19.14 Condition of Payment.** Compliance by Contractor with the requirements of this Section 3.19 and each of its Paragraphs shall be a condition to Contractor's right to payment under its Applications for Payment. Without limitation to the foregoing, payments to Contractor shall not be made when payroll records are delinquent or inadequate.

### **3.20 LABOR CODE §2810**

**3.20.1 Application.** The provisions of this Section 3.20 apply only if the Contractor has not executed a collective bargaining agreement covering the workers who will be employed to perform the Work.

**3.20.2 Declaration by Contractor.** If a Declaration of Sufficiency of Funds has not been submitted by Contractor as a Post-Award Submittal, then it must be submitted prior to Award. In executing the Construction Contract, Contractor warrants and represents that all of the statements contained in its Declaration of Sufficiency of Funds remain true and correct as of the date of execution of the Construction Contract and may be relied upon by County in determining whether there appears to be sufficient funds in the Contractor's Bid to allow the Contractor to comply with all Applicable Laws governing the labor or services to be provided for the performance of the Work. The truth and accuracy of the statements contained in said Declaration and in this Paragraph 3.20.2 constitute a material part of the Contractor's consideration for, and a material inducement to the County's entering into, the Construction Contract.

**3.20.3 Continuing Duty.** To the extent that any of the information provided in the Declaration of Sufficiency of Funds submitted by Contractor relating to numbers of workers or independent contractors that will be employed or utilized for performance of the Work was or is based upon a best estimate, rather than actual figures or information, then the Contractor assumes the continuing duty to the County to ascertain the actual figures and information requested in the Declaration of Sufficiency of Funds and to provide such actual figures and information to the County in the form of a revised and updated Declaration of Sufficiency of Funds once the actual figures and information become known.

### **3.21 URBAN RUNOFF AND STORM WATER COMPLIANCE**

**3.21.1 Contractor's Responsibility.** If and to the extent storm water permitting, control, mitigation or discharge control is required by Applicable Laws, the Contractor shall: (1) prior to starting any Work at the Site, sign and implement the Storm Water Management Plans or Storm Water Pollution Prevention Plans as previously prepared by the County's Consultant for civil engineering or by others; (2) take all necessary steps to monitor, report, enforce and otherwise implement and comply with the requirements of the Storm Water Permit, Storm Water Management Plans and Storm Water Pollution Prevention Plans and all Applicable Laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including without limitation, applicable requirements of the State Water Resources Control Board, Santa Ana, San Diego, and/or Colorado Region Water Quality Control Boards and municipal storm water management programs; (3) adhere to and implement the Special Provisions for Urban Runoff and Water Pollution Control set forth in the Specifications;

and (4) ensure that the Work is constructed in conformance with those post-construction best management practices (BMPs) identified within the project-specific Water Quality Management Plan (WQMP).

**3.21.2 Inspections, Reports.** Contractor shall immediately notify the person identified to Contractor as the County's "project manager" for the Project of all inspections by Government Authorities (including, but not limited to, any regional board staff) and, if practicable, arrange for participation by such Governmental Authorities in any other pertinent inspections conducted at the Site. Contractor shall provide to County copies of all reports and monitoring information related to the matters covered by this Section 3.21.

**3.21.3 Violations.** The Contractor recognizes and understands that failure to comply with the requirements of any applicable storm water-related permit issued by the State of California or the United States pursuant to the Clean Water Act (Title 33 U.S.C. §§ 1251 et seq) and/or the Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) is a violation of Applicable Laws. Contractor shall be responsible for all Losses and for any liability (including, without limitation, fines, penalties and other administrative liabilities and costs) imposed by Applicable Laws as a result of the Contractor's failure to comply with Applicable Laws, including, without limitation, the requirements of this Section 3.21.

**3.21.4 Condition of Payment.** Compliance by the Contractor with the requirements of this Section 3.21 shall be a condition to the Contractor's right to payment under its Applications for Payment.

**3.21.5 Costs of Compliance.** The Contractor represents and warrants that it has included in its Bid all costs of compliance with the requirements of this Section 3.21.

### **3.22 SOLID WASTE MANAGEMENT**

Contractor shall comply with all provisions of Applicable Laws (including, without limitation, the requirements of the California Public Resources Code, rules and regulations of the California Integrated Waste Management Board and provisions of any Site-specific plans adopted by County) that are applicable to the activities of contractors performing construction or related activities on the Site. Compliance by Contractor with the requirements of this Section 3.22 shall be a condition to Contractor's right to payment under its Applications for Payment.

### **3.23 CEQA COMPLIANCE**

No Work that is subject to California Environmental Quality Act (CEQA) shall proceed by Contractor until Contract Documents satisfying the CEQA process are reviewed and approved by the County. Contractor shall comply with all applicable CEQA requirements. If there is a federal nexus (e.g. a source of federal funding) to the Project, compliance by Contractor with the National Environmental Policy Act (NEPA) will be required in addition to and in conjunction with compliance with requirements of CEQA. The Contractor shall comply with the conditions identified on the Plans and Specifications for compliance with the California Environmental Quality Act, including, without limitation, all requirements pertaining to Mitigation, Monitoring, and Reporting Program (MMRP).

### **3.24 AQMD COMPLIANCE**

Contractor is responsible for full and complete compliance with, as applicable: (1) AQMD Rule 403.1, County Ordinance 742, the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley); or (2) AQMD Rule 403 (for projects west of the Coachella Valley). Any fines imposed by AQMD on the County, as well as any other Loss to County, as a result of non-compliance by Contractor with the applicable provisions of the foregoing requirements are the responsibility of Contractor and upon request by County will be paid to County by Contractor or may be withheld by County from amounts due to Contractor under its Applications for Payment.

**ARTICLE 4  
CONSTRUCTION ADMINISTRATION**

**4.1 ARCHITECT**

**4.1.1 Scope of Authority.** The Architect shall have the authority to act on behalf of County only as expressly provided in the Contract Documents and subject to such limitations on authority as set forth in Paragraph 4.1.2, below. As clarification of the foregoing, if the Contract Documents provide that the Architect has the right to approve of, consent to or direct that Contractor take or forbear from taking an action, such authority shall be limited to issuing such approval, consent or direction and shall not include, or be interpreted to include, authority to bind County with respect to any of the matters set forth in Paragraph 4.1.2, below. If Contractor's compliance with such approval, consent or direction of the Architect would involve or require authorization by County within the scope of the matters set forth in Paragraph 4.1.2, below, Contractor has the obligation, in addition to complying with the Architect's approval, consent or direction, to take steps in accordance with the Contract Documents to obtain such authorization of County as may be required and failing to do so shall not have any right to recourse or recovery from County on account of Contractor's action taken or Work performed in response to such approval, consent or direction by Architect.

**4.1.2 Limitations on Authority.** Without limitation to the other limitations on the Architect's authority expressed or implied under Paragraph 4.1.1, above, and notwithstanding anything else set forth in the Contract Documents to the contrary, Architect does not have authority to: (1) obligate or commit County to any payment of money; (2) obligate County to any adjustment to the Contract Price or Contract Time; (3) relieve Contractor of any of its obligations under the Contract Documents; (4) approve or order any Work involving Delay or Extra Work; or (5) perform any act, make any decision or give any direction or approval that is described in these General Conditions as an act, decision, direction or approval that is to be performed, made or given by any person or entity other than Architect.

**4.1.3 Work Stoppage.** Architect's authority includes, without limitation, the authority to stop the Work whenever such stoppage may be necessary, in Architect's opinion, for the proper execution of the Work. Any Work that is stopped or disapproved by order of Architect shall be resumed if and when County so directs in writing, with or without the concurrence of the Architect.

**4.1.4 Replacement.** County may, in its sole discretion, substitute another person or entity, or add persons or entities, to perform the functions of Architect or to exercise some or all of the authority of Architect provided for in the Contract Documents.

**4.1.5 County Rights.** All rights and authority conferred upon Architect under the Contract Documents constitute rights that County may, in its sole and absolute discretion, exercise in writing on its own behalf, irrespective of whether the County has ordered the removal, replacement or a change in the authority of the Architect.

**4.2 ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

**4.2.1 Observations of the Work.** Architect will visit the Site as appropriate to the stage of the Work to observe the Work in progress. Observations shall be for the purpose of ascertaining the progress of the Work and that the character, scope, quality and detail of construction (including workmanship and materials) comply with the Contract Documents, the Architect's directives, approved Submittals and clarifications issued by Architect. Observations shall be separate from any inspections which may be provided by others.

**4.2.2 Means, Methods.** Construction means, methods, techniques, sequences, procedures and safety precautions and programs in connection with the Work are solely the responsibility of Contractor. Neither County nor Architect: (1) has control over or charge of, nor are they responsible for, Contractors or any Subcontractor's construction means, methods, techniques, sequences, procedures, safety precautions or programs in connection with the Work, all of which are, as between Contractor and County, solely Contractor's responsibility; (2) is responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents; or (3) has control over, charge of, or responsibility for acts or omissions of Contractor, the Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

**4.2.3 Communications by Contractor.** County shall be provided by Contractor with copies of all communications from Contractor or the Subcontractors to Separate Contractors or the Architect. Contractor shall not rely on oral or other non-written communications.

**4.2.4 Review of Applications for Payment.** If requested by County, Architect will review and certify all Applications for Payment by Contractor, including Applications for Payment requesting Progress Payments and Final Payment. In such cases, if the Architect and County do not concur in respect to the amount to be paid to Contractor, County's determination of the amount due will prevail.

**4.2.5 Rejection of the Work.** Architect will have authority to reject Work that does not conform to the Contract Documents and to require additional inspection or testing, in accordance with Article 10, below, whether or not such Work is fabricated, installed or completed. Whenever Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, Architect will have authority to require additional inspection or testing of the Work in accordance with Article 10, below, whether or not such Work is fabricated, installed or completed. Neither Architect's authority to act under this Paragraph 4.2.5 nor a decision made in good faith either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of Architect to Contractor, the Subcontractors, their agents or employees, or other persons performing any of the Work. County shall have the right, notwithstanding a recommendation by the Architect pursuant to this Paragraph 4.2.5 to reject a portion of the Work, to elect to accept the Work rejected by Architect and to direct in writing the manner in which the Work is to be performed and Contractor shall comply therewith.

**4.2.6 Review of Submittals.** Architect and such other County Consultants as Architect or County determines appropriate will review, approve or take other appropriate action upon the Contractor's Submittals. Such review, approval and other action taken in regard to a Submittal is for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and is not conducted for the purpose of determining the technical accuracy and completeness of the Submittal, checking details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of Contractor. Actions by Architect and County Consultants in connection with review of a Submittal by Contractor will be taken with such promptness as to cause no unreasonable Delay in the Work of Contractor or in the activities of the Separate Contractors or County, while allowing sufficient time in their judgments to permit adequate review. Whether or not County has identified a particular Submittal for review by Architect or a County Consultant, Contractor shall in all cases submit Submittals sufficiently in advance to allow time to permit adequate review by Architect and other County Consultants. Neither Architect's nor any County Consultant's review of a Submittal shall: (1) relieve Contractor of its obligations under Section 3.11, above; (2) constitute approval of safety precautions or, unless otherwise specifically stated in writing by the Architect or County Consultant at the time such Submittal is returned to Contractor; (3) be construed as an approval of any construction means, methods, techniques, sequences or procedures; and (4) if it involves review or approval of a specific item, be construed as indicating approval of an assembly of which such item is a component.

**4.2.7 Changes.** After consultation with the Architect, County will prepare the Change Orders, Unilateral Change Orders and Construction Change Directives for execution and take appropriate action thereon in accordance with Article 7, below.

### **4.3 CLAIMS**

**4.3.1 Submission of Claims.** All Claims by Contractor shall be submitted in accordance with the procedures set forth in this Section 4.3.

#### **4.3.2 Arising of Claim.**

**.1 Changes.** A Claim by Contractor involving a Contract Adjustment due to a Compensable Change or Deleted Work arises upon issuance of a decision denying, in whole or in part, Contractor's Change Order Request. Such Claim shall be prepared and submitted in accordance with the requirements of this Section 4.3, including, without limitation, Paragraphs 4.3.3 through 4.3.5, below.

**.2 Other Claims.** Claims by Contractor other than those described in Subparagraph 4.3.2.1, above, arise at the time that County receives written notice by Contractor of Contractor's intent to file the Claim. Such



notice of intent shall be given no later than five (5) Days after the Discovery Date relative to such circumstances (even if Contractor has not yet experienced a Loss or Delay due to such circumstances) and shall state the event or condition giving rise to the Claim and its probable effect, if any, upon the Contract Price and Contract Time. **FAILURE BY CONTRACTOR TO SUBMIT A NOTICE OF INTENT TO FILE CLAIM IN ACCORDANCE WITH THIS SUBPARAGRAPH 4.3.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.**

4.3.3 **Content of Claims.** A Claim must include the following:

- .1 a statement that it is a Claim and a request for a decision on the Claim;
- .2 a detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;
- .3 supporting documentation as follows: (1) if the Claim involves a Contract Adjustment due to Compensable Change or Deleted Work, documentation demonstrating that a complete Notice of Change and Change Order Request were timely and properly submitted as required by Article 7, below; (2) if the Claim involves an adjustment to the Contract Time, documentation demonstrating that a complete Notice of Delay and Request for Extension were timely and properly submitted as required by Article 7 and Article 8, below; and (3) if the Claim does not involve a Contract Adjustment on the basis of Compensable Change or Deleted Work, documentation demonstrating that a notice of intent to file the Claim was timely and properly submitted as required by Subparagraph 4.3.2.2, above;
- .4 a detailed justification for any remedy or relief sought by the Claim, including, without limitation, all of the following: (1) a detailed cost breakdown in the form required for submittal of Change Order Requests, which complies with the prohibition on "total cost" calculations set forth in Paragraph 7.7.15, below; and (2) job cost records substantiating the actual costs that have been incurred; and
- .5 a written certification, signed by a responsible managing officer or principal of Contractor's organization who has the authority to sign contracts on behalf of Contractor and who has personally investigated the matters alleged in the Claim, in the following form:

"I hereby certify under penalty of perjury that I am a managing officer or principal of (Contractor) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor(s)) and that the following statements are, to the best of my knowledge after diligent inquiry into the circumstances of such Claim, true and correct:

(i) the facts alleged in or that form the basis for the Claim are true and accurate;

(ii) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading;

(iii) I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages alleged to have been suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim;

(iv) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed that the delays or disruption alleged to have been suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(v) Contractor has not received payment from County for, nor has Contractor previously released County from, any portion of the Claim.

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

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

4.3.4 **Noncompliance.** Failure by Contractor to comply with Paragraph 4.3.3, above, shall give County the right, without obligation, to deny the Claim or return the Claim without any response.

4.3.5 **Submission of Claims.**

.1 **Time for Filing.** All Claims and supporting documentation and certifications required to be submitted by Contractor must be submitted to the County within thirty (30) Days after the Claim arises (as "arises" is defined in Paragraph 4.3.2, above). No Claims by Contractor are permitted after Final Payment.

.2 **Condition Precedent.** Contractor's strict compliance with the requirements of this Section 4.3 as to a Claim shall be considered a condition precedent to Contractor's right to initiate or seek determination of its rights in any legal proceedings with respect to such Claim.

4.3.6 **Response to Claims by Contractor.**

.1 **Claims under \$50,000.** Claims by Contractor that are less than Fifty Thousand Dollars (\$50,000) shall be responded to by County by issuance of a Good Faith Determination of the Claim in writing within forty-five (45) Days of receipt of the Claim, unless County requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case County shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination of the Claim within the longer of either (1) fifteen (15) Days, or (2) the period of time taken by Contractor in producing the additional information or documentation.

.2 **Claims over \$50,000.** Claims by Contractor that are over Fifty Thousand Dollars (\$50,000) shall be responded to by County by issuance of a Good Faith Determination of the Claim in writing within sixty (60) Days of receipt of the Claim, unless County requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case County shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination within the longer of either (1) thirty (30) Days, or (2) the period of time taken by Contractor in producing the additional information or documentation.

4.3.7 **Meet and Confer.** If Contractor disputes County's Good Faith Determination of a Claim by Contractor, or if County fails to respond within the prescribed time set forth in Paragraph 4.3.6, above, Contractor may

so notify County, in writing, within fifteen (15) Days of Contractor's receipt of County's Good Faith Determination, or within fifteen (15) Days of County's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, County shall schedule a meet and confer conference within thirty (30) Days of such demand for discussion of settlement of the dispute. If either County or Contractor determines that the meet and confer process has not been successful, it shall have the right to declare the meet and confer process closed by written notice to the other party so stating.

#### 4.3.8 Claims Based on Differing Site Conditions.

.1 **Contractor Responsibility.** Save and except as hereinafter provided in this Paragraph 4.3.8 for Contract Adjustments due to Differing Site Conditions, Contractor agrees at Contractor's Own Expense to assume the risk and costs of Extra Work and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements.

.2 **Differing Site Conditions.** Differing Site Conditions are those conditions at the Site or in Existing Improvements and not otherwise reasonably ascertainable by Contractor in the performance of its obligations under the Contract Documents (including, without limitation, conditions not reasonably ascertainable by Contractor from documents or information described in Paragraph 3.2.1, above, that were provided or available to Contractor for its review prior to the Bid Closing Deadline) that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; (2) subsurface or concealed conditions at the Site or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline; or (3) unknown physical conditions at the Site or concealed conditions in Existing Improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

.3 **Notice of Change.** If Contractor encounters conditions it believes constitute Differing Site Conditions, then Contractor shall, before such conditions are disturbed, give Notice of Change as required by Paragraph 7.6.1, below, stating, without limitation, a detailed description and precise location of the conditions encountered.

.4 **Investigation by County.** Upon receipt of notice from Contractor as required by Subparagraph 4.3.8.3, above, County shall promptly investigate Contractor's report of Differing Site Conditions.

.5 **Change Order Request.** If Contractor intends to seek a Contract Adjustment based upon Differing Site Conditions, it shall submit a complete and timely Change Order Request in accordance with Paragraph 7.6.2, below, setting forth its request for a Contract Adjustment.

.6 **Contract Adjustments.** If, following Contractor's compliance with its obligations under this Paragraph 4.3.8, County finds that Differing Site Conditions exist, then, unless the Contractor's right to Contract Adjustment has been waived as pursuant to Paragraph 3.2.3, above, a Contract Adjustment shall be made for the resulting Compensable Change and Compensable Delay, in such amount and duration as County determines by issuance of a Good Faith Determination are reasonable and permitted by these General Conditions.

#### .7 WAIVER BY CONTRACTOR.

**FAILURE BY CONTRACTOR TO STRICTLY COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH 4.3.8 PERTAINING TO CONTRACT ADJUSTMENT BASED ON A CLAIM FOR DIFFERING SITE CONDITIONS SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.**

.8 **Final Completion.** No claim by Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.

4.3.9 **Continuous Work.** Contractor shall, notwithstanding the existence of a Claim by Contractor that is disputed by County, maintain continuous performance, without interruption, suspension or slowing, of the Work and its

other obligations (1) pending issuance by County of a Good Faith Determination of the Claim and (2) thereafter in compliance with the terms of such Good Faith Determination.

#### 4.4 ATTORNEY'S FEES

If any legal action, arbitration or other legal proceeding is brought in connection with or related to the interpretation, performance or enforcement of the Contract Documents or the performance or nonperformance of the Work, including, but not limited to, an action to rescind the Construction Contract, the prevailing party therein shall be entitled to recover from the other party the prevailing party's actual costs, expenses and attorneys' fees at arbitration, mediation, trial and on appeal. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated or arbitrated and shall not be determined solely based on the party receiving a net monetary recovery.

#### 4.5 NOTICE OF THIRD-PARTY CLAIMS

County shall provide notification to Contractor within a reasonable time after receipt of any third-party claim relating to the Construction Contract. County shall be entitled to recover from Contractor its reasonable costs of providing such notification.

#### 4.6 WAIVERS OF RIGHTS BY CONTRACTOR

**COUNTY AND CONTRACTOR ACKNOWLEDGE THAT IT IS IN THE INTERESTS OF BOTH PARTIES THAT CHANGES, DELAYS AND CLAIMS BE IDENTIFIED, QUANTIFIED, EVALUATED AND FINALLY RESOLVED PROMPTLY, CONTEMPORANEOUSLY WITH THE CIRCUMSTANCES FROM WHICH THEY ARISE, AND THAT THERE BE CERTAINTY WITH RESPECT TO THE FINALITY OF ANY RESOLUTION OF RELATED DISPUTES. ON THOSE PREMISES, AND IN FURTHER RECOGNITION OF THE FACT THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO QUANTIFY, DEMONSTRATE OR PROVE THE HARM TO COUNTY IF ANY OF THE FOREGOING PREMISES IS NOT ACHIEVED DUE TO A FAILURE BY CONTRACTOR TO COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONCERNING TIMELY NOTICE OR SUBMISSIONS OF NOTICES AND CLAIMS RELATING TO CHANGES, DELAY AND CONTRACT ADJUSTMENTS, COUNTY AND CONTRACTOR AGREE THAT FAILURE BY CONTRACTOR TO CONFORM TO SUCH REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL IN AND OF ITSELF CONSTITUTE SUFFICIENT CAUSE AND GROUNDS, WITHOUT THE NECESSITY OF COUNTY DEMONSTRATING ANY ACTUAL HARM OR PREJUDICE, FOR IMPOSING UPON CONTRACTOR A FULL AND UNCONDITIONAL WAIVER BY CONTRACTOR OF ITS RIGHT TO A CONTRACT ADJUSTMENT AND OF ITS RIGHTS AND RECOURSE FOR RECOVERY OF ANY RELATED LOSS BY ANY LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.**

#### 4.7 GOOD FAITH DETERMINATIONS

Wherever in the Contract Documents it is provided that the County may or shall make a determination or decision in the exercise of good faith (including, without limitation, provisions for a Good Faith Determination by County), any such determination or decision that the person exercising such right on behalf of County believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so, shall be complied with by Contractor without Delay to Contractor's performance of the Work. However, unless the Contract Documents expressly provides otherwise, neither such good faith determination or decision nor Contractor's compliance therewith shall be interpreted as precluding the Contractor from exercising its rights to seek adjudication of its rights in the manner permitted by these General Conditions or Applicable Laws.

#### 4.8 ESCROW BID DOCUMENTS

If the Bidding Documents obligate Contractor to submit Escrow Bid Documents, then submission by Contractor of its Escrow Bid Documents shall constitute a warranty and representation by Contractor that it has no other written documents or electronic files containing any information that Contractor was required to include, but failed to include, as part of its performing such obligation and Contractor agrees it shall have no right to submit for consideration by County, or offer into evidence in legal proceedings, in support of a request for Contract Adjustment or a Claim any such documentation or electronic files that Contractor so failed to include in its Escrow Bid Documents.

## ARTICLE 5 SUBCONTRACTORS

### 5.1 SUBSTITUTION

5.1.1 **Substitutions Allowed.** There shall be no substitution of or addition to the Subcontractors except as permitted by Chapter 4 (commencing at §4100), Division 2, Part 1 of the California Public Contract Code (the "Act").

5.1.2 **Contractor's Own Expense.** Any increase in the cost or time of performance of the Work resulting from the replacement, substitution or addition of a Subcontractor shall be borne solely by Contractor at Contractor's Own Expense.

5.1.3 **Substantiation of Compliance.** At any time during performance of the Work it shall be the responsibility and burden of Contractor, if requested by County, to present clear and convincing evidence that Contractor is, and all times during the bidding and Award of the Construction Contract was, in full compliance with all of the applicable provisions of the Act. Failure by Contractor to present such evidence when requested shall be deemed a breach of this Section 5.1 and of the Act, thereby entitling County to exercise any or all of its rights and remedies under the Contract Document or Applicable Laws, including, without limitation, the right to cancel the Construction Contract or assess any penalties provided for by the Act.

5.1.4 **Splitting Prohibited.** Any attempt by Contractor to avoid compliance with the Act, such as, but not limited to, by splitting the work of subcontracts with Subcontractors into separate contracts or changes orders so as to not exceed the monetary threshold of the Act applicable to listing of Subcontractors, is strictly prohibited.

### 5.2 SUBCONTRACTUAL RELATIONS

5.2.1 **Written Agreements.** Contractor shall, by written agreement entered into between the Contractor and Subcontractors no later than twenty (20) Days after Award, require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward County and the Architect. Each subcontract agreement shall preserve and protect the rights of County and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against County. Contractor shall require each first-Tier Subcontractor to enter into similar agreements with their sub-subcontractors. Copies of applicable portions of the Contract Documents shall be made available by Contractor to the first-Tier Subcontractors and each Subcontractor shall similarly make copies of such Contract Documents available to each Subcontractor of a lower-Tier with which it contracts. Without limitation to the foregoing, each contract that is entered into by a Subcontractor, of any Tier, shall, without limitation, require the Subcontractor:

- .1 to perform the Work in accordance with the terms of the Contract Documents;
- .2 to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward County by the Contract Documents;
- .3 to preserve and protect the rights of County under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights;
- .4 to waive all rights (including, without limitation, rights of subrogation) that the Subcontractor or its insurers may have against County and others required by the Contract Documents to be named as additional insureds, for Losses covered by insurance carried by Contractor or County, except for such rights as the Subcontractor may have to the proceeds of such insurance held by County or such other additional insured;
- .5 to afford County and entities and agencies designated by County the same rights and remedies afforded to them under the Contract Documents with respect to access to, and the right to audit and copy at

County's cost, all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, memoranda and other records and documents relating to the Work and requiring the Subcontractor to preserve all such records and other items for a period of ten (10) years after Final Completion;

.6 to recognize the rights of the County under Section 5.3, below, including, without limitation, the County's right to (1) accept assignment of the Subcontractor's agreement, (2) accept assignment of Contractor's rights as obligee under a performance bond furnished by a first-Tier Subcontractor, (3) to retain the Subcontractor pursuant to the terms of its agreement with Contractor to complete the unperformed obligations under its agreement, and, (4) if requested by the County, to require that the Subcontractor execute a written agreement on terms acceptable to the County confirming that the Subcontractor is bound to the County under the terms of its agreement with Contractor;

.7 to submit applications for payment, requests for change orders and extensions of time and claims, and to comply with all other notice and submission requirements of the Contract Documents, sufficiently in advance to allow Contractor time to comply with its obligations under the Contract Documents;

.8 to purchase and maintain insurance in accordance with the requirements of the Contract Documents;

.9 to defend and indemnify the Indemnitees on the same terms as provided in Section 3.18, above;

.10 to comply with the nondiscrimination (Article 16, below) and prevailing wage (Section 3.19, above) provisions of these General Conditions;

.11 limiting the Subcontractor's right to additional compensation or extension of time due to Differing Site Conditions and Design Discrepancies in accordance with the provisions of Section 3.2, above;

.12 to provide for a right of termination for convenience by Contractor that limits the Subcontractor's right to compensation to an allocable share of the subcontract price that corresponds to the percentage of the Work properly performed by the Subcontractor, with no additional sum payable for any other Losses, including, without limitation, prospective damages, lost profits or consequential damages, of any kind; and

.13 to provide that time is of the essence to each of the Subcontractor's obligations.

5.2.2 **Copies.** Contractor shall, upon request by County made at any time, furnish to County true, complete, and executed copies of all contracts with the Subcontractors and amendments, modifications and change orders thereto. Progress payments shall not be made for items of the Work for which County has not received such documents following request therefor by County.

5.2.3 **No Brokering.** Contractor shall not permit any portion of the Work to be contracted to a firm acting as a broker, factor or other entity not actually performing a substantial portion of the Work with its own forces; provided, however, that nothing herein shall be interpreted as precluding the right of a Subcontractor who has agreed to provide all of the materials and labor for a trade to subcontract the labor portion only to a sub-subcontractor.

5.2.4 **Third-Party Rights.** Contractor acknowledges that County is an intended third-party beneficiary to all contracts between Contractor and its first-Tier Subcontractors. Notwithstanding the foregoing or anything else to the contrary in the Contract Documents, there is no intent on the part of County or Contractor to create any rights (including, without limitation, third-party beneficiary rights) in favor of any Subcontractor, of any Tier, against County and nothing contained in the Contract Documents and no course of conduct, act or omission on the part of County shall be construed as creating a direct or indirect contractual right in favor of any Subcontractor, of any Tier, and against County.

5.2.5 **All Subcontractor Tiers.** It is the Contractor's obligation to see to it that all obligations of the Contractor are assumed by (or, "flow down") to the Subcontractors, of every Tier, by the inclusion of contractual provisions requiring each of the Subcontractors, of every Tier, to bind not only themselves but their lower-Tier Subcontractors to the obligations assumed by Contractor under the Contract Documents.

### 5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 **Contingent Assignment.** Contractor hereby contingently assigns to County, or to such person or entity as County, in its sole and absolute discretion, designates, all of its interest in subcontracts entered into by Contractor with its first-Tier Subcontractors. If a first-Tier Subcontractor has provided a performance bond, then Contractor's rights under such performance bond are likewise hereby deemed contingently assigned to County or its designee and provision shall be made in the performance bond for surety's consent to such contingent assignment.

5.3.2 **Acceptance by County.** The contingent assignments provided for by this Section 5.3 will be effective only as to those subcontracts and performance bonds which County or its designee accepts in writing. Said acceptance is the sole condition upon which the effectiveness of such assignments are contingent. County or its designee may accept any such assignment at any time during the course of the Work and prior to Final Completion. Such contingent assignments are part of the consideration to County for entering into the Construction Contract with Contractor and may not be withdrawn prior to Final Completion.

5.3.3 **County Obligation.** County's or its designee's sole obligation in the event it accepts a contingent assignment of a subcontract under this Section 5.3 shall be to pay in accordance with the terms of such subcontract for Work performed after written notice of acceptance of such assignment. In the event County directs that such assignment be made to County's designee, then such designee only, and not County, shall be solely liable under such assignment for Work performed after written notice of acceptance of such assignment.

### 5.4 COMMUNICATIONS BY COUNTY

County shall have the right to communicate, orally or in writing, with the Subcontractors with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Nothing herein shall be interpreted as extending to County the right as part of such communications to direct the manner in which any Subcontractor performs the Work. Except as otherwise provided in the Construction Contract or these General Conditions, Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create, or be interpreted as creating, any contractual obligation of County to any Subcontractor.

### 5.5 DOCUMENT AVAILABILITY

Contractor shall make available to each proposed Subcontractor with whom it enters into a contract for performance of any portion of the Work, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound so as to ensure that all matters disclosed thereby are taken into consideration and included in the terms of such contracts and shall identify to such Subcontractor the terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. The Subcontractors shall similarly be required to make copies of applicable portions of such documents available to their respective proposed sub-subcontractors or sub-subconsultants.

### 5.6 NO LIABILITY OF COUNTY

Nothing set forth in this Article 5, and no action taken by County with respect to review or approval of the Subcontractors or their contracts, shall impose any liability or responsibility upon County nor relieve Contractor of its responsibilities under the Contract Documents or Applicable Laws.

## ARTICLE 6 COUNTY'S OWN FORCES AND SEPARATE CONTRACTORS

### 6.1 COUNTY'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD SEPARATE CONTRACTS

6.1.1 **Right of County.** County reserves the right to perform construction or operations related to the Project with County's own forces and to award other contracts to Separate Contractors in connection with other portions of the Project or other construction or operations on the Site.

6.1.2 **Separate Contractors.** Contractor shall ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by County to Separate Contractors in prosecution of the Project. Contractor shall look solely to such Separate Contractors, and County shall not be responsible, for any Losses for which Contractor is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Contractor or the Subcontractors, of any Tier, resulting directly or indirectly from the conduct of such work by the Separate Contractors.

6.1.3 **Coordination.** Nothing in the Contract Documents creates or will create any duty on the part of County to coordinate the Work of Contractor with the work of Separate Contractors. Contractor shall, when directed to do so by County, participate with the Separate Contractors and County in reviewing the Separate Contractors' construction schedules. Contractor and Separate Contractors will coordinate all work with the other so as to facilitate the general progress of the Project. Contractor agrees that any recovery of Losses for which Contractor is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Contractor due to a failure by a Separate Contractor to coordinate its work with the Work of Contractor will be sought directly against the Separate Contractors as set forth elsewhere in this Article 6.

6.1.4 **Disputes.** Contractor and County agree that Separate Contractors in direct contractual privity with County are third party beneficiaries of the Contract Documents, but only to the extent of claims and causes of action against Contractor arising out of or resulting from Contractor's performance or failure of performance under the Contract Documents or any act or omission of Contractor or the Subcontractors causing Loss to such Separate Contractors. Contractor consents to being sued by Separate Contractors for Losses caused by Contractor or any of the Subcontractors. Contractor hereby waives lack of privity of contract with such Separate Contractors as a defense to such actions.

6.1.5 **Remedy.** If Contractor as a result of the acts or omissions of one or more of the Separate Contractors suffers a Loss that is not compensated by means of a right given to Contractor under the Contract Documents to a Contract Adjustment, then Contractor's sole remedy is to assert a claim or cause of action directly against the Separate Contractor(s) causing the Loss and Contractor hereby releases, acquits, holds harmless and forever discharges County of and from any and all liability for such Loss.

## 6.2 MUTUAL RESPONSIBILITY

6.2.1 **Use of Site.** Nothing contained in the Contract Documents shall be interpreted as granting Contractor exclusive use or occupancy of the Site. Contractor shall afford County's own forces and the Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall not Delay the work of the Separate Contractors or County's own forces.

6.2.2 **Adjoining Work.** If part of Contractor's performance of the Work depends for proper execution or results upon construction or operations by County's own forces or Separate Contractors, Contractor shall, prior to proceeding with that portion of the Work, carefully inspect such construction and operations and promptly report in writing to the County apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Contractor will be responsible, at Contractor's Own Expense, for Losses to County resulting from any such discrepancies or defects not reported in accordance with this Paragraph 6.2.1 that were apparent or that should have been apparent to Contractor on careful inspection.

6.2.3 **Damage.** Contractor shall promptly remedy Loss caused by Contractor or its Subcontractors to completed construction or partially completed construction on the Site, or to property of County or the Separate Contractors.

6.2.4 **Disputes.** Contractor shall notify the County in writing within five (5) Days if it believes it has experienced or is experiencing any Delay or Loss due to the activities of County's own forces or the Separate Contractors or in the event of any dispute with County's own forces or a Separate Contractor.

6.2.5 **Settlement of Disputes.** If Contractor or any Subcontractor causes a Loss to a Separate Contractor, then Contractor will promptly settle the matter directly with the Separate Contractor and will defend, indemnify and hold County and the other Indemnitees harmless from any and all effects of such Loss in accordance with the terms of Section 3.18, above.



### 6.3 ALLOCATION OF CLEANUP COSTS

If a dispute arises among Contractor, the Separate Contractors and/or County as to the responsibility for maintaining the Site and surrounding area free from waste materials and rubbish, County may clean up such waste materials and rubbish and allocate the cost among those responsible as County determines in good faith to be just.

## ARTICLE 7 CHANGES IN THE WORK

### 7.1 CHANGES

7.1.1 **General.** County is authorized to make Changes in the Work in accordance with the provisions of this Article 7.

7.1.2 **Contract Adjustments.** Contract Adjustments shall only be permitted as follows: (1) the Contract Price shall only be adjusted by means of a Change Order or Unilateral Change Order for Compensable Change, Deleted Work or Compensable Delay; and (2) the Contract Time shall be adjusted by means of a Change Order or Unilateral Change Order for Excusable Delay, Compensable Delay or Deleted Work. All Contract Adjustments to the Contract Price shall conform, without limitation, to the requirements of this Article 7. All Contract Adjustments to the Contract Time shall conform, without limitation, to the applicable requirements of this Article 7 and Article 8, below.

7.1.3 **Exclusive Rights.** The rights expressly set forth in the Contract Documents for Contract Adjustments constitute Contractor's exclusive rights for additional compensation or extensions of time and are intended to be in lieu of and wholly replace any other such rights and remedies that Contractor has under Applicable Laws for recovery or relief on account of Loss or Delay in connection with performance of the Work, it being the intent of the County and Contractor that if circumstances arise for which the Contract Documents do not provide to Contractor an express right to a Contract Adjustment, then such omission of an express right shall conclusively be deemed to mean that no right to a Contract Adjustment was intended; and, consistent with that intent, no right to a Contract Adjustment on account of such circumstances shall by any means, legal or equitable, of interpretation, construction, inference, implication or application be considered, found or adjudged to exist.

7.1.4 **Written Authorization.** Any Change performed by Contractor pursuant to any direction other than a duly authorized and executed Change Order, Unilateral Change Order or Construction Change Directive shall be at Contractor's Own Expense.

7.1.5 **Prompt Performance.** Subject to the procedures set forth in this Article 7 and elsewhere in the Contract Documents, all Changes shall be performed promptly and without Delay.

### 7.2 SIGNATURES AND AUTHORIZATIONS

7.2.1 **Parties.** A Change Order shall be executed by County and Contractor. A Unilateral Change Order shall be executed by the County. Construction Change Directives shall be executed in accordance with Section 7.5, below.

7.2.2 **Form.** Change Orders, Unilateral Change Orders and Construction Change Directives shall be executed using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County.

#### 7.2.3 Authorization.

##### .1 Compensable Changes.

(1) **Assistant CEO/EDA.** A Compensable Change shall be performed by Contractor only if authorized by a Change Order, Unilateral Change Order or Construction Change Directive signed by the Assistant CEO/EDA in accordance with the requirements of this Article 7; provided, however, that Assistant

CEO/EDA's authority to bind the County to a Contract Adjustment shall be subject to the limitations of Public Contract Code §20142.

(2) **County's Project Manager.** The person identified by County as its "project manager" for the Project shall have the right to exercise the Assistant CEO/EDA's authority under this Paragraph 7.2.3, but only if and to the extent that such authority is expressly given to such project manager in a writing signed by the Assistant CEO/EDA (and not by a designee of the Assistant CEO/EDA).

(3) **Board of Supervisors.** Except as otherwise provided in Subparagraph 7.2.3.1 (4), below, if a Contract Adjustment increasing the Contract Price would exceed the limitations of Public Contract Code §20142, then in addition to written authorization by the Assistant CEO/EDA, such Compensable Change shall be performed only if approved by a vote of the Board of Supervisors in accordance with the requirements of Applicable Laws.

(4) **Disputed Changes.** If a dispute arises between County and Contractor over (a) whether a particular portion of the Work constitutes a Compensable Change or (b) the amount of the Contract Adjustment to which Contractor is entitled on account of a Compensable Change, then, notwithstanding such dispute, the Contractor shall, if ordered to do so in a Construction Change Directive signed by Assistant CEO/EDA, perform the disputed Work without Delay. Such direction by County shall not be interpreted as an agreement or admission by County that the disputed Change constitutes Extra Work or a Compensable Change for which Contractor is entitled to a Contract Adjustment. Compliance by Contractor with such direction shall not be interpreted as a waiver of Contractor's right to a Contract Adjustment if and to the extent that Contractor is entitled to a Contract Adjustment or Claim under the terms of the Contract Documents, including, without limitation, the right of Contractor to recover upon a Claim for the amount of any excess in the event that it is adjudged that the amount of the Contract Adjustment to which Contractor is entitled exceeds the limits of Public Contract Code §20142.

**.2 WRITING OF ESSENCE. IT IS OF THE ESSENCE TO THE CONSTRUCTION CONTRACT BETWEEN CONTRACTOR AND COUNTY THAT ALL CHANGES MUST BE AUTHORIZED IN ADVANCE, IN WRITING, AS REQUIRED BY THIS ARTICLE 7. ACCORDINGLY, NO VERBAL DIRECTIONS, COURSE OF CONDUCT BETWEEN THE PARTIES, EXPRESS OR IMPLIED ACCEPTANCE OF CHANGES OR OF THE WORK, OR CLAIM THAT THE COUNTY HAS BEEN UNJUSTLY ENRICHED (WHETHER OR NOT THERE HAS BEEN SUCH ENRICHMENT) SHALL BE THE BASIS FOR A CONTRACT ADJUSTMENT IF CONTRACTOR HAS NOT OBTAINED ADVANCE WRITTEN AUTHORIZATION IN THE MANNER REQUIRED BY THIS ARTICLE 7.**

### 7.3 CHANGE ORDERS

7.3.1 **Purpose.** The purpose of a Change Order is to establish the terms of the County's and Contractor's mutual agreement to a Contract Adjustment.

7.3.2 **Content.** A Change Order is a written instrument, prepared by the County, stating:

- .1 a Compensable Change or Deleted Work;
- .2 a Compensable Delay or Excusable Delay;
- .3 the amount of the Contract Adjustment, if any, to the Contract Price; and/or
- .4 the extent of the Contract Adjustment, if any, to the Contract Time.

### 7.4 UNILATERAL CHANGE ORDERS

7.4.1 **Purpose.** The purpose of a Unilateral Change Order is to establish the County's estimate of a disputed Contract Adjustment.

**7.4.2 Good Faith Determination.** The County's determination in a Unilateral Change Order of a Contract Adjustment shall be based upon a Good Faith Determination by County of the Contract Adjustment that is appropriate under the circumstances and consistent with the terms of the Contract Documents.

**7.4.3 Claim by Contractor.** If Contractor disputes any portion of the County's Good Faith Determination of a Contract Adjustment that is set forth in a Unilateral Change Order, Contractor shall file, within thirty (30) Days after issuance of the Unilateral Change Order by County, a Claim pursuant to Section 4.3, above. The amount of the Contract Adjustment requested in the Claim shall not exceed the difference between the amount (either in terms of dollar amount or number of Days) of the Contract Adjustment requested by Contractor and the amount (either in terms of dollar amount or number of Days) of the Contract Adjustment granted in the Unilateral Change Order. Contractor shall have no reserved right, and hereby waives any such right that may exist under Applicable Laws, to seek in such Claim a Contract Adjustment or recovery that is based upon any amount (either in terms of dollar amount or number of Days) that is in excess of such difference.

**7.4.4 WAIVER BY CONTRACTOR.**

**FAILURE BY CONTRACTOR TO SUBMIT A CLAIM PURSUANT TO SECTION 4.3, ABOVE, WITHIN THIRTY (30) DAYS AFTER ISSUANCE OF A UNILATERAL CHANGE ORDER BY COUNTY SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY BASED ON AN ASSERTION THAT THE AMOUNT OF THE CONTRACT ADJUSTMENT ON ACCOUNT OF THE CHANGE OR DELAY DESCRIBED IN SUCH UNILATERAL CHANGE ORDER SHOULD BE DIFFERENT THAN THE AMOUNT OF THE COUNTY'S GOOD FAITH DETERMINATION OF THE CONTRACT ADJUSTMENT AS SET FORTH IN SUCH UNILATERAL CHANGE ORDER.**

**7.5 CONSTRUCTION CHANGE DIRECTIVES**

**7.5.1 Purpose.** The purpose of a Construction Change Directive is to: (1) direct the performance of a Change that does not involve a Contract Adjustment; (2) establish a mutually agreed basis for compensation to Contractor for a Compensable Change under circumstances where performance of the Compensable Change needs to proceed in advance of the County performing a full evaluation of the Contractor's rights relative to a Contract Adjustment; or (3) direct performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.

**7.5.2 No Contract Adjustment.** A Construction Change Directive that directs the performance of Work or a Change that does not involve a Contract Adjustment to the Contract Price or Contract Time may be authorized by either the Assistant CEO/EDA or the County's project manager and shall be promptly performed by Contractor so as to not cause Delay to any other portion of the Work. A Construction Change Directive directing performance of a Change that does not contain any statement indicating that a Contract Adjustment is requested or required shall be conclusively presumed to be a Change that is not a Compensable Change and no Contract Adjustment increasing the Contract Price or Contract Time will be made on account thereof.

**7.5.3 Agreed Contract Adjustment.** A Construction Change Directive that contains a complete or partial agreement by the County and Contractor with respect to the Contractor's right to, or the amount of, a Contract Adjustment shall be authorized in accordance with, conform to the requirements of and be binding upon County and Contractor as provided for in, this Paragraph 7.5.3.

**.1 Complete Agreement.** Each Construction Change Directive involving a Compensable Change or Deleted Work with respect to which there is complete agreement on the terms of the Contract Adjustment shall comply with the following:

**(1) Statement of Agreement.** A statement shall be included that the County and Contractor are in agreement on all of the terms of the Contract Adjustment related to performance of such Compensable Change and set forth a full description of the terms of the Contract Adjustment, including, without limitation, its effect on the Contract Price and Contract Time.

**(2) Legal Effect.**

(a) **Upon Contractor.**

THE AGREED TERMS OF THE CONTRACT ADJUSTMENT WITH RESPECT TO WHICH THERE IS A STATEMENT OF FULL AGREEMENT ON THE TERMS OF THE CONTRACT ADJUSTMENT FOR A CHANGE IN THE WORK SHALL BE FINAL AND BINDING UPON CONTRACTOR. ANY RIGHT OR CLAIM BY CONTRACTOR FOR ANY ADDITIONAL COMPENSATION OR EXTENSION OF TIME RELATING DIRECTLY OR INDIRECTLY TO SUCH CHANGE SHALL BE CONCLUSIVELY DEEMED WAIVED BY CONTRACTOR, EVEN IF THE CIRCUMSTANCES GIVING RISE TO SUCH ADDITIONAL COMPENSATION OR EXTENSION OF TIME WERE NOT SUSPECTED BY OR KNOWN TO THE CONTRACTOR AT THE TIME OF EXECUTION OF THE CONSTRUCTION CHANGE DIRECTIVE AND IF SUSPECTED OR KNOWN WOULD HAVE BEEN CONSIDERED BY CONTRACTOR TO HAVE BEEN MATERIAL TO CONTRACTOR'S AGREEMENT TO THE CONTRACT ADJUSTMENT SET FORTH IN THE CONSTRUCTION CHANGE DIRECTIVE.

(b) **Upon County.** In recognition of the fact that Construction Change Directives may be issued under circumstances in which the County may not have had the access to pertinent information required for the County to fully evaluate the circumstances giving rise to the Change, it is agreed that neither the issuance nor execution of, nor any statement contained in, nor any course of conduct in connection with, a Construction Change Directive (including, without limitation, a Construction Change Directive that constitutes a full agreement by County and Contractor on the terms of a Contract Adjustment) shall be interpreted as a waiver, release or settlement of any of County's rights relating to the subject matter of the Construction Change Directive, or as creating or implying any right of Contractor to a Contract Adjustment, if it is found by County upon further investigation that circumstances existed, not known to County at the time of executing the Construction Change Directive, demonstrating that the Contractor was not in fact entitled to a Contract Adjustment or was entitled to a Contract Adjustment on different terms than those agreed to in the Construction Change Directive.

**.2 Partial Agreement.** Each Construction Change Directive involving a Compensable Change or Deleted Work with respect to which there is only agreement on a portion of the terms of a Contract Adjustment shall comply with the following:

(1) **Agreed Terms.** The Construction Change Directive shall state those terms of the Contract Adjustment as to which there is agreement.

(a) **Legal Effect.** Except to the extent of any additional open (i.e., non-agreed) terms stated or reserved in the Construction Change Directive, such agreement shall have the same legal effect set forth in Subparagraph 7.5.3.1 (2), above.

(b) **Time and Materials.** In the event that County and Contractor agree in the Construction Change Directive to the "time and materials" method of calculation set forth in Subparagraph 7.7.1.1 (4), below, but do not agree upon a maximum price, then the total cost to County for the Work covered by the Construction Change Directive shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.

(2) **Open Terms.** The Construction Change Directive shall state those terms of the Contract Adjustment that are "open" or "disputed"; meaning those terms as to which the County and Contractor did not reach agreement.

(a) **ROM Estimate.** If such open terms involve the amount of the Contract Adjustment to the Contract Price or Contract Time on account of a Compensable Change, then the Construction Change Directive shall also include a Reasonable Order of Magnitude Estimate prepared by Contractor, or prepared by County and acknowledged in writing as accepted by Contractor, of the probable amount of the Contract Adjustment to the Contract Price and Contract Time associated with performance of the Compensable Change.

(b) **Legal Effect.** A Reasonable Order of Magnitude Estimate constitutes neither (i) a guarantee by Contractor that the amount of the Contract Adjustment to the Contract Price or Contract Time that may be associated with the Compensable Change or Deleted Work covered by such Construction Change

Directive may not exceed the Reasonable Order of Magnitude Estimate nor (ii) authorization or agreement by County to a Contract Adjustment based on the amounts set forth in such Reasonable Order of Magnitude Estimate.

**(c) Time and Materials.** If County and Contractor state in the Construction Change Directive an agreement that the Contractor is entitled to a Contract Adjustment to the Contract Price on account of a Compensable Change, but do not state therein an agreement upon the method of calculation to be used for the Contract Adjustment from among the optional methods of calculation set forth in Paragraph 7.7.1, below, and if the County nonetheless directs Contractor to perform the Compensable Change pending future agreement on the amount of the Contract Adjustment, then it shall be conclusively presumed that County and Contractor have agreed that such Compensable Change shall be performed and compensated based upon the "time and materials" method of calculation set forth in Subparagraph 7.7.1.1 (4), below, and that the total Contract Adjustment for performance thereof shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.

**7.5.4 Disputed Contract Adjustment.** Each Construction Change Directive involving a Contract Adjustment with respect to which there is a dispute or partial agreement shall, if Contractor is ordered to do so in a Construction Change Directive signed by the Assistant CEO/EDA, be performed by Contractor without Delay. Except as otherwise provided elsewhere in this Section 7.5, with respect to any open terms as to which the County and Contractor have not reached agreement both County and Contractor shall be deemed to have reserved their respective rights and defenses.

**7.5.5 Other Notices.** With respect to any Contract Adjustment or portion of a Contract Adjustment that is not fully resolved in a Construction Change Directive, neither issuance nor execution of such Construction Change Directive shall be interpreted as relieving Contractor of its obligation to comply with the requirements of these General Conditions relative to timely submission of notices required by the Contract Documents, including, without limitation, Notice of Change, Change Order Request, Notice of Delay or Request for Extension.

## 7.6 PROCEDURES

### 7.6.1 Notice of Change.

**.1 Submission.** Contractor shall submit a written Notice of Change to County if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes a Compensable Change, Deleted Work, Compensable Delay or other matter that may involve or require a Contract Adjustment (additive or deductive). Such notice shall be provided prior to commencement of performance of the Work affected and no later than three (3) working days after the Discovery Date of such circumstance.

**.2 Form.** Notices of Change shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Notice of Change in a written form that complies with the requirements specified in Subparagraph 7.6.1.3, below.

**.3 Content.** Each Notice of Change in order to be considered complete shall include:

**(1)** a general statement of the circumstances giving rise to the Notice of Change (including, without limitation, identification of any related Construction Change Directive);

**(2)** a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments (additive and deductive) to the Contract Price; and,

**(3)** if such circumstances involve a right to adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Contractor shall include, if not previously provided, a complete and timely Notice of Delay.

### **.4 WAIVER BY CONTRACTOR.**

**FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE UNDER CIRCUMSTANCES WHERE A NOTICE OF CHANGE INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.1 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE.**

**.5 Deductive Adjustments.** Failure by Contractor to submit a timely or proper Notice of Change under circumstances in which a Notice of Change is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.

#### **7.6.2 Change Order Request.**

**.1 Submission.** With respect to any matter that may involve or require a Contract Adjustment (additive or deductive) of the Contract Price, Contractor shall, within fourteen (14) Days after receipt by the County of a Notice of Change pursuant to Paragraph 7.6.1, above, submit to the County a written Change Order Request.

**.2 Form.** Change Order Requests shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Change Order Request in a written form that complies with the requirements stated in Subparagraph 7.6.2.3, below.

**.3 Content.** Each Change Order Request in order to be considered complete shall include:

(1) a detailed description of the circumstances for the Compensable Change, Deleted Work or Compensable Delay;

(2) a complete, itemized cost breakdown (additive and deductive) of the Allowable Costs that form the basis for the Contractor's request for Contract Adjustment, including: (a) if the pricing is based on time and materials charges, all of Contractor's and each Subcontractor's Allowable Costs (including, without limitation, quantities, hours, unit prices, and rates) and Allowable Markups and (b) if the pricing is in the form of a lump sum price a detailed breakdown of the lump sum price into its component and individual items of Allowable Costs and Allowable Markup; and

(3) if such circumstances involve a right to a Contract Adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Contractor shall include, if not previously provided, a complete and timely Request for Extension.

#### **.4 WAIVER BY CONTRACTOR.**

**FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY CHANGE ORDER REQUEST UNDER CIRCUMSTANCES WHERE A CHANGE ORDER REQUEST INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE.**

**.5 Deductive Adjustments.** Failure by Contractor to submit a timely or proper Change Order Request under circumstances in which a Change Order Request is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.

**7.6.3 Formal Notice of Essence.** Contractor recognizes and acknowledges that timely submission of a formal Notice of Change and Change Order Request, whether or not the circumstances of the Change may be known to the County or available to County through other means, is not a mere formality but is of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in Requests for Information, RIVERSIDE PUBLIC DEFENDER REMODEL SECTION 00005 - GENERAL CONDITIONS

statements at regular job meetings or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of Paragraph 7.6.1, above, and Paragraph 7.6.2, above, shall therefore be insufficient.

## 7.7 PRICING

### 7.7.1 Basis of Calculation.

**.1 Changes Not Involving Time.** Contract Adjustments to the Contract Price on account of Compensable Changes or Deleted Work, other than Contract Adjustments to the Contract Price for Compensable Delay, shall be calculated according to one of the following methods:

**(1) Lump Sum.** By mutual acceptance of a lump sum proposal from Contractor based solely on Allowable Costs and Allowable Markups, that is properly itemized and supported by sufficient substantiating data to permit evaluation.

**(2) Unit Prices.** By the unit prices set forth in the Construction Contract or such other unit prices as are subsequently and mutually agreed to in writing between the County and Contractor, with no amount added thereto for Allowable Markups.

**(3) Estimating Guides.** For Compensable Changes with respect to which County elects to make a unilateral and final determination pursuant to Paragraph 7.7.11, below, by the sum of all the following:

**(a) Materials.** The reasonable value of materials and equipment documented as having been actually incorporated into the Work, which reasonable value may be less but shall never be more than Contractor's actual Allowable Costs therefor.

**(b) Labor.** An estimate of the reasonable costs of labor, installation and other services using the lower of the estimated prices for the locale of the Project (or if prices are not reported for the locale of the Project, the estimated prices that are reported for the region in which the Project is located) as reported in following recognized estimating guides: (i) R. S. Means Company, Inc. Building Construction Cost Data, Western Region - Latest Edition, P.O. Box 800 Kingston, MA 02364-800; or (ii) Lee Saylor, Inc. Current Construction Costs - Latest Edition, 9420 Topanga Canyon Boulevard, Woodland Hills, CA 91311.

**(c) Allowable Markup.** The amount that results when the applicable Allowable Markup is applied to the sum of the amounts derived from preceding Clauses (a) and (b) of this Subparagraph 7.7.1.1 (3).

#### **(4) Time and Materials.**

##### **(a) Compensable Changes.**

**(i) Contract Adjustment.** With respect to Compensable Changes, if none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then the additive amount increasing the Contract Price shall be calculated by taking (A) the total of the reasonable expenditures by Contractor and its Subcontractors, documented in the manner required by Paragraph 7.7.2, below, for Allowable Costs that are actually and directly incurred and paid in the performance of the Compensable Change, not to exceed for any Compensable Change a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed, and (B) adding thereto the amount which results when the applicable Allowable Markups are applied to such total specified in preceding Clause (A) of this Subparagraph 7.7.1.1 (4) (a) (1).

**(ii) T & M/Guaranteed Maximums.** A Contract Adjustment that is calculated pursuant to this Subparagraph 7.7.1.1 (4) shall be subject to a not-to-exceed or guaranteed maximum price if such not-to-exceed or guaranteed maximum price has been mutually agreed upon between County and Contractor.

(iii) **Lump Sum Options.** If Contractor has reason to believe that a lump sum or unit price for a Subcontractor's performance of a portion of Extra Work authorized to be performed on a time and materials basis is available and Contractor has reason to believe such price is lower than the price that would be charged by the Subcontractor pursuant to the foregoing time and materials calculation, then Contractor has an obligation to inform County of that fact (along with the provision to the County of a complete itemized breakdown in accordance with Subparagraph 7.6.2.3(2), above) so as to afford County the opportunity, on a fully informed basis as to the component Allowable Costs and Allowable Markups that comprise such price, to avail itself of such favorable pricing.

(b) **Deleted Work.** With respect to Deleted Work (whether or not the Deleted Work involves a related Compensable Change as described in Paragraph 7.7.8, below), if none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then, in addition to the reduction, if any, that may be due to Owner pursuant to Subparagraph 8.2.6.2, below, (pertaining to Contract Adjustments shortening the Contract Time due to Deleted Work) and any additional reductions or credits to which County may be entitled under Paragraph 7.7.5, below, the Contract Price shall be reduced by the greater of either:

(i) the value assigned to the Deleted Work in the Schedule of Values attached to the Construction Contract, inclusive of all estimated markups by Contractor and any Subcontractor for overhead and profit set forth in the Schedule of Values (or, if insufficient detailed information on costs, overhead and profit for the Deleted Work is explicitly assigned in the Schedule of Values, as derived from the cost, bidding and/or estimating information that formed the basis for the establishment of the values set forth in such Schedule of Values); or

(ii) a reasonable estimate of the value of the Deleted Work (inclusive of all costs, overhead and profit) as of the date that the Construction Contract was executed by County and Contractor.

**.2 Changes Involving Time.** Contract Adjustments that are based on an extension of the Contract Time for Compensable Delay or a shortening of the Contract Time due to Deleted Work shall be calculated in the manner stated in the provisions of Section 3.3 of the Construction Contract and Article 8, below. Contract Adjustments that are based on an acceleration in performance of the Work that is ordered by County in writing to overcome a Compensable Delay for which the Contractor is entitled to an extension of the Contract Time that has been properly requested and is not granted by County due to a County decision to accelerate rather than extend the Contract Time shall be calculated in the manner stated in the provisions of Article 8, below.

**7.7.2 Time and Materials Documentation.** Without limitation to any other provisions of the Contract Documents, Contractor's right to reimbursement of Allowable Costs incurred by Contractor or Subcontractors in the performance of a Compensable Change for which the Contract Adjustment is calculated pursuant to the time and materials method set forth in Subparagraph 7.7.1.1 (4), above, shall be conditioned on Contractor's compliance with the following conditions with respect to documentation of the Extra Work that is involved in the performance of the Compensable Change:

**.1 Labor.** At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the actual hours spent in performance of the Extra Work on the Day that the Extra Work was performed the following: the names of the workers, their classifications, hours worked and hourly rates. Such forms shall include a written certification by Contractor's project manager or superintendent at the time of submission that the information contained therein is complete and accurate.

**.2 Materials, Equipment.** At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the materials and equipment used or consumed in the performance of the Extra Work on the Day that the Extra Work was performed, the following: a list of the materials and equipment, prices or rates charged, in the case of equipment a description of the type of equipment, identification number, and hours of operation (including loading and transportation), and copies of delivery tickets, invoices or other documentation confirmatory of the foregoing.



**.3 Other Expenditures.** At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth a list of other expenditures constituting Allowable Costs incurred in performance of the Extra Work on the Day that the Extra Work was performed, along with documentation verifying the amounts thereof in such detail as County may require.

**.4 Subsequent Documentation.** Documentation not available on any Day that a portion of the Extra Work is performed shall be submitted as soon as they are available but not later than twenty-one (21) Days after the earlier of the Day of delivery or incorporation of the particular item of Extra Work at the Site.

**.5 Subcontractor Costs.** Extra Work performed by Subcontractors on a time and materials basis shall be documented in the same manner as required of Contractor under this Paragraph 7.7.2. If Owner approves of a lump sum price for a Subcontractor's performance of Extra Work, then Contractor shall submit in lieu of the documentation otherwise required by this Subparagraph 7.7.2.5, such documentation as may be requested by Owner confirming the Extra Work performed on any given Day.

**.6 Authentication.** In addition to the foregoing, County may require that Contractor comply with other reasonable requirements pertaining to observation and verification of time and materials work and authentication of time and materials tickets and invoices by persons designated by County for such purpose.

**.7 WAIVER BY CONTRACTOR.**

**THE FAILURE OF CONTRACTOR TO SUBMIT AUTHENTICATION OF COSTS IN THE MANNER REQUIRED BY THIS PARAGRAPH 7.7.2 SHALL, IF COUNTY ELECTS IN ITS REASONABLE DISCRETION TO TREAT IT AS SUCH, CONSTITUTE A WAIVER BY CONTRACTOR OF ANY RIGHT TO A CONTRACT ADJUSTMENT FOR THE ALLOWABLE COSTS INCURRED FOR PERFORMANCE OF THAT PORTION OF THE EXTRA WORK FOR WHICH CONTRACTOR HAS FAILED TO PROVIDE SUCH AUTHENTICATION.**

**7.7.3 Allowable Costs.** The term "Allowable Costs" (1) means the costs that are listed in this Paragraph 7.7.3 and (2) excludes costs that do not constitute Allowable Costs under Paragraph 7.7.4, below:

**.1 Labor.** Straight-time wages and, if specifically authorized by County in writing, overtime wages for employees employed at the Site, including wages for employees of Subcontractors performing engineering or fabrication detailing at locations other than at the Site. The use of a labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Contractor establishes the necessity for the use of such labor classification. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract Documents and only as specifically authorized by County in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost. As part of the Allowable Costs permitted by this Subparagraph 7.7.3.1, Contractor shall be entitled to be reimbursed wages paid to a "time and materials clerk" employed by Contractor to track and document Compensable Changes that are authorized or permitted to be performed on a time and materials basis pursuant to Subparagraph 7.7.1.1 (4), above, provided that the time expended by such employee is verified by contemporaneously maintained time sheets maintained by such clerk showing the actual time spent tracking and documenting the performance of Compensable Changes separately from other tasks or functions performed by such clerk.

**.2 Benefits.** To the extent based on wages reimbursable under Subparagraph 7.7.3.1, above, net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements.

**.3 Materials.** Costs of materials used or consumed in the Work. Such costs for Extra Work shall be at a price that is competitive to the price charged for similar materials delivered within the general vicinity of the Site by other subcontractors, suppliers, manufacturers and distributors. The cost for any such item that is not new shall mean "fair market value" based on the estimated price a reasonable purchaser would pay to purchase the used material at the time it was used or consumed for the Work, which fair market value must be declared by Contractor and approved by County prior to such use or consumption.

**.4 Taxes.** Sales taxes on the costs of the materials described in Subparagraph 7.7.3.3, above.

**.5 Equipment Rental.** Rental charges for necessary machinery and equipment, exclusive of hand tools, whether rented from Contractor or others. No charge shall be allowed or credit required for items which have a replacement value of One Hundred Dollars (\$100) or less. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to County than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to County. Under no circumstances shall the aggregate rentals chargeable for any item of equipment exceed the following percentages of the fair market value of the item at the time of its first use for the Work, which fair market value must be declared by Contractor and approved by County prior to the first use of such item in or for the Work: (1) if the item is owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 75% of such fair market value; and (2) if the item is not owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 100% of such fair market value. All equipment shall be acceptable to County, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The cost of major repairs or overhauls of rented equipment or machinery shall be deemed a cost of business of the lessor of such equipment or machinery and shall not be reimbursable as an Allowable Cost.

**.6 Subcontractors.** Payments made by Contractor to Subcontractors; provided, however, that: (1) such payments are not otherwise precluded from reimbursement by the terms of the Contract Documents; (2) such payments are for Work performed in accordance with the requirements of the Contract Documents; (3) such payments are for amounts properly due and owing by Contractor under the terms of the governing contract between Contractor and such Subcontractor; and (4) in the case of payments for extra work performed by a Subcontractor pursuant to a change order executed between Contractor and a Subcontractor the change order was executed under circumstances in which the Subcontractor was entitled under the terms of its contract with Contractor to receive the amount of additional compensation agreed to in the change order.

**.7 Royalties, Permits.** Costs of royalties and permits.

**.8 Bonds.** Costs of bonds required to be furnished by Contractor (not Subcontractors) under the terms of the Contract Documents; provided, however, that such additional costs chargeable for Extra Work or credited for Deleted Work shall not exceed two percent (2%) of the costs described in Subparagraphs 7.7.3.1 through 7.7.3.7, above.

**7.7.4 Costs Not Allowed.** Allowable Costs shall not include any of the costs associated with any of the following (whether incurred by Contractor or a Subcontractor):

- .1** superintendent(s);
- .2** assistant superintendent(s);
- .3** project engineer(s);
- .4** project manager(s);
- .5** scheduler(s);
- .6** estimator(s);
- .7** drafting or detailing (except as otherwise permitted by Paragraph 7.7.3.1, above)
- .8** vehicles not dedicated solely to the performance of the Work;
- .9** small tools with a replacement value not exceeding One Hundred Dollars (\$100);

- .10 office expenses, including staff, materials and supplies;
- .11 on-Site and off-Site trailer and storage rental and expenses;
- .12 Site fencing not added solely due to the performance of Extra Work;
- .13 utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment;
- .14 computer and data-processing personnel, equipment and software;
- .15 federal, state or local business, income and franchise taxes;
- .16 insurance (including, without limitation, general liability, automobile and worker's compensation);
- .17 without limitation to Contractor's right to liquidated damages under Section 3.3 of the Construction Contract, Losses, of any kind, incurred by Contractor or a Subcontractor, of any Tier, that arise from or relate to Delay (including Excusable Delay, Compensable Delay or Unexcused Delay) or acceleration to overcome the effects of such Delay; and
- .18 costs and expenses of any kind or item not specifically and expressly included in Paragraph 7.7.3, above.

**7.7.5 Allowable Markups.** Allowable Markups consist of the percentages set forth provided for by this Paragraph 7.7.5. Allowable Markups are deemed to cover, without limitation, the following: (1) direct and indirect overhead (including, without limitation, consumables, small tools and cleanup) and profit of the Contractor; (2) direct and indirect overhead (including, without limitation, consumables, small tools and cleanup) and profit of the Subcontractors, of every Tier; and (3) all costs that are not reimbursable to Contractor under Paragraph 7.7.4, above. Subject to the exclusions and limitations set forth in Paragraph 7.7.7, below, or elsewhere in the Contract Documents, Allowable Markups include and are limited to the following:

**.1 Self-Performed Work**

**(1) Compensable Change.** With respect to all or that portion of a Compensable Change involving Self-Performed Work, the Allowable Markup to Contractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by Contractor in the performance thereof, including, without limitation, Allowable Costs for materials or equipment purchased by Contractor from a first-Tier Subcontractor that is not an Installation Subcontractor.

**(2) Deleted Work.** With respect to all or that portion of Deleted Work involving Self-Performed Work, County shall be entitled to a credit equal to five percent (5%) of the amount of the credit for the savings to Contractor for the Self-Performed Work as calculated pursuant to Subparagraph 7.7.1.1 (4), (b), above.

**.2 Installation Subcontractors (First-Tier)**

**(1) Compensable Change.** With respect to all or that portion of a Compensable Change that is performed by a first-Tier Installation Subcontractor, the Allowable Markups to the first-Tier Installation Subcontractor and the Contractor shall be as follows:

**(a)** The Allowable Markup to the first-Tier Installation Subcontractor shall be not more than fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such first-Tier Installation Subcontractor in the performance of such Compensable Change.

**(b)** The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable

Costs incurred by such first-Tier Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon that are permitted pursuant to preceding Clause (a) of this Subparagraph 7.7.5.2 (1) are multiplied times such Allowable Costs.

(2) **Deleted Work.** With respect to all or that portion of Deleted Work that was to have been performed by a first-Tier Installation Subcontractor, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

### **.3 Installation Subcontractors (Second-Tier)**

(1) **Compensable Change.** With respect to all or that portion of a Compensable Change that is performed by a second-Tier Installation Subcontractor, the Allowable Markups to such second-Tier Installation Subcontractor, to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor and to the Contractor, shall be as follows:

(a) The Allowable Markup to the second-Tier Installation Subcontractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change.

(b) The Allowable Markup to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor shall be not more than fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon pursuant to preceding Clause (a) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.

(c) The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by the second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii) the amounts which result when the Allowable Markups thereon that are permitted pursuant to Clauses (a) and (b) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.

(2) **Deleted Work.** With respect to all or that portion of Deleted Work that was to have been performed by a second-Tier Installation Subcontractor, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

### **.4 Other Subcontractors.**

(1) **Compensable Changes:** With respect to any other Subcontractor, of any Tier, performing all or a portion of a Compensable Change who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the following shall apply:

(a) No markup shall be allowed to such other Subcontractor.

(b) The Subcontractor that is positioned in the Tier immediately above such other Subcontractor shall be entitled to an Allowable Markup of not more than five percent (5%) upon the Allowable Costs incurred by such other Subcontractor in the performance thereof.

(c) No other Allowable Markup by any Subcontractor of any Tier above such other Subcontractor shall be permitted.

(d) Contractor shall be entitled to an Allowable Markup of five percent (5%) of the sum of (i) the Allowable Costs of such other Subcontractor incurred in the performance of such Compensable

Change and (ii) the amount which results when the Allowable Markup permitted by Clause (b) of this Subparagraph 7.7.5.4 (1) is multiplied times such Allowable Costs.

**(2) Deleted Work.** With respect to all or that portion of Deleted Work that was to have been performed by such other Subcontractor who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

**7.7.6 Review of Markups.** It is Contractor's responsibility to review information submitted by Subcontractors to ensure that all markups comply with the requirements of the Contract Documents. Payment by the County of markups that exceed Allowable Markups shall not be considered as a waiver by County of the right to require repayment by Contractor of any markup charged that is in excess of Allowable Markups and such excess amounts shall be promptly paid by Contractor to County.

**7.7.7 Exclusions and Limitations.** Allowable Markups are not permitted:

- .1 on agreed unit prices;
- .2 on materials, products or equipment furnished by County;
- .3 on liquidated damages payable to Contractor pursuant to Section 3.3 of the Construction Contract for Compensable Delay;
- .4 to a Subcontractor who contracts to perform a Compensable Change that is in fact wholly performed by another Subcontractor (for purposes of this Paragraph 7.7.7, "wholly performed" means that all of the Compensable Change, other than supervision or minor labor or materials, are furnished by such other Subcontractor); or
- .5 on any cost or compensation with respect to which the Contract Documents state that there shall be "no Allowable Markup", "no markup for overhead and profit" or words of similar meaning.

**7.7.8 Net Calculations.** If any one Change or collection of Changes in the same or related portions of the Work, or in multiple portions of Work covered by a single bulletin or instruction by County, involve both Compensable Change and Deleted Work, and if the added Allowable Costs resulting from the Compensable Change exceed the reduction calculated in accordance with Subparagraph 7.7.1.1 (4), (b), above, (excluding any Allowable Markup to the Contractor) then the calculation of Allowable Markups to Contractor shall be based on and limited to the resulting net increase in the Allowable Costs.

**7.7.9 Unit Prices.** Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by County and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by County in the Construction Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Price shall be made upon demand of either County or Contractor. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.

**7.7.10 Discounts.** For purposes of determining Allowable Costs of a Compensable Change, all trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall accrue and be credited to County, and Contractor shall take all necessary steps to ensure that such discounts, rebates, refunds, and returns are secured.

**7.7.11 Prompt Pricing.** It is fundamental to the County's objective of controlling costs that performance of Compensable Changes on a time and materials basis of compensation and without a not-to-exceed price be curtailed. Contractor recognizes that prompt pricing by Contractor is critical to this objective. Accordingly, in addition to and without limitation on any of the County's other rights or remedies, including, without limitation, its right to enforce a

waiver under Subparagraph 7.6.2.4, above, it is agreed that if Contractor fails to timely submit a complete Change Order Request in accordance with Paragraph 7.6.2, above, with respect to any circumstance, event or occurrence constituting a Compensable Change then: (1) any Delay to the performance of the Work associated with the performance, delayed performance or nonperformance of such Compensable Change shall be conclusively deemed to be an Unexcused Delay; and (2) the County shall have the option, exercised in its sole discretion, to unilaterally fix and determine the amount of the Contract Adjustment to the Contract Price for such Compensable Change based on the "estimating guide" method set forth in Subparagraph 7.7.1.1 (3), above, which determination shall be conclusively final and binding upon Contractor.

**7.7.12 Final Payment.** No Claim by Contractor for a Contract Adjustment shall be allowed if asserted after Final Payment.

**7.7.13 Full Resolution.** Except as otherwise stated in Paragraph 7.7.14, below, the signing of a Change Order by Contractor and the County shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all Loss and Delay, whether known or unknown at the time of execution of the Change Order, related to the subject matter of the Change Order, including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and indirect) overhead, multiplicity of changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related Losses. The foregoing provisions of this Paragraph 7.7.13 shall, whether or not they are expressly stated or referenced on the face of a Change Order, be deemed to be part of the terms of the Change Order and shall be deemed to supersede and govern over any other provision contained in any proposal, estimate or other documents attached to or referenced in such Change Order that conflicts with the provisions of this Paragraph 7.7.13. **ANY RIGHT OR CLAIM BY CONTRACTOR FOR ANY ADDITIONAL COMPENSATION OR EXTENSION OF TIME RELATING DIRECTLY OR INDIRECTLY TO A COMPENSABLE CHANGE DESCRIBED IN A FULLY EXECUTED CHANGE ORDER SHALL BE CONCLUSIVELY DEEMED WAIVED BY CONTRACTOR, EVEN IF THE CIRCUMSTANCES GIVING RISE TO SUCH ADDITIONAL COMPENSATION OR EXTENSION OF TIME WERE NOT SUSPECTED BY OR KNOWN TO THE CONTRACTOR AT THE TIME OF EXECUTION OF THE CONSTRUCTION CHANGE DIRECTIVE AND IF SUSPECTED OR KNOWN WOULD HAVE BEEN CONSIDERED BY CONTRACTOR TO HAVE BEEN MATERIAL TO CONTRACTOR'S AGREEMENT TO THE CONTRACT ADJUSTMENT SET FORTH IN THE CHANGE ORDER.**

**7.7.14 Reserved Rights.** Change Orders shall be executed by Contractor without any express reservation of rights by Contractor to reserve for the future the assertion of any right of recovery from the County for Loss or Delay arising out of or relating to the subject matter of the Change Order. Execution of a Change Order, Unilateral Change Order or Construction Change Directive shall not be interpreted as a waiver, release or settlement of any rights or claims that the County may have for any of the following: (1) Defective Work; (2) liquidated damages or actual Losses for Delay; or (3) recoupment by County (by way of withholding of funds, set off or recovery from Contractor) of amounts paid by County for costs or markups on costs that the County discovers, following payment of such amounts to Contractor, do not constitute proper charges to County, or that constitute charges that are not properly substantiated, under the terms of the Contract Documents.

**7.7.15 No "Total Cost" Calculations.** Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple Compensable Changes and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused Compensable Delays on the progress of the Work. Accordingly, Contractor agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs associated with each individual Compensable Change or Compensable Delay. Unless otherwise agreed to by County in writing in the exercise of its sole discretion, Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to establish Contractor's entitlement to additional compensation inferentially based, solely or principally, on the difference between Contractor's total costs for the Work or a portion of the Work and its original Bid.

**7.7.16 Multiple Changes.** The County reserves the absolute right to make whatever Changes, including, without limitation, Compensable Changes or Deleted Work, that it determines, in its sole discretion, are necessary or

otherwise desirable. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Contractor to assert any claim for breach of contract, abandonment, rescission, termination, cardinal change or reformation of the Construction Contract, nor shall such circumstances be the basis for Contractor, or any of the Subcontractors, of any Tier, to assert a right of recovery of any Loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.

**7.7.17 Continuous Performance.** Subject to Contractor's rights under Section 15.4, below, no dispute or disagreement with respect to any Changes or Delay, including, without limitation, disputes over Contractor's right to or the terms of a Contract Adjustment, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

## **ARTICLE 8 CONTRACT TIME**

### **8.1 COMMENCEMENT AND COMPLETION**

**8.1.1 Date of Commencement.** The Date of Commencement shall not be postponed by the failure of Contractor or of persons or entities for whom Contractor is responsible to perform an obligation. Contractor shall not knowingly, except by agreement or instruction of the County in writing, commence operations on the Site or elsewhere prior to receipt of a Notice to Proceed. Contractor shall not commence any Work at the Site prior to its obtaining the insurance required by Article 11, below, and the Performance Bond and Payment Bond required by Article 12, below, and the Date of Commencement of the Work shall not be changed by the effective date of such insurance or bonds.

**8.1.2 Substantial, Final Completion.** Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time, as adjusted for extensions of time duly permitted, authorized and noticed pursuant to Section 8.2, below.

**8.1.3 Adjustments to Contract Time.** Subject to the limitations set forth in this Article 8 and elsewhere in the Contract Documents, the Contract Time shall be extended for Compensable Delays and Excusable Delays and shall, where appropriate, be shortened for Deleted Work.

**8.1.4 Early Completion.** Nothing stated in these General Conditions or elsewhere in the Contract Documents shall be interpreted as creating any contractual right, express or implied, on the part of Contractor to finish the Work earlier than the Contract Time. Contractor has included in its Contract Price the costs of all Contractor's and its Subcontractors' direct and indirect overhead, including but not limited to all staff, temporary facilities, temporary utilities and home office overhead for the entire duration of the Contract Time. These costs have been included in the Contract Price notwithstanding Contractor's anticipation of possibly completing the Work in fewer Days than established by the Contract Time. Under no circumstances (including, without limitation, circumstances in which the County has approved in writing of Contractor completing early) shall the County be liable to Contractor for any Losses, of any kind, due to the inability of Contractor to complete the Work earlier than the Contract Time, regardless of the cause, including, without limitation, Delays due to acts or omissions (intentional or negligent) of the County, Inspectors of Record, County Consultants, Separate Contractors or others. If the Contractor anticipates completing early, it must obtain in advance County's approval in writing of such early completion. Approval by County of such early completion may be granted or withheld in the County's sole and absolute discretion.

### **8.2 DELAYS AND EXTENSIONS OF TIME**

#### **8.2.1 Adjustments to Contract Time**

**.1 Extensions.** Provided that Contractor has complied with the provisions of this Section 8.2 (including, without limitation, the requirements pertaining to timely delivery of a Notice of Delay and Request for Extension), if, as a result of Excusable Delay or Compensable Delay to the actual, as-built critical path of activities leading to achievement of Substantial Completion, Contractor is unable to achieve Substantial Completion within the Contract Time for Substantial Completion, then the Contract Time for Substantial Completion and Final Completion

shall be extended, either by Change Order or Unilateral Change Order, for the length of the proven, resulting Delay to Contractor's ability to so complete the Work. The Contract Time shall not be adjusted for Unexcused Delays.

**.2 Shortening.** Contractor shall within ten (10) Days after receiving notice of Deleted Work prepare and deliver to County a Time Impact Analysis of the impact of the Deleted Work upon the critical path to determine if the Contract Time should be shortened thereby and if so the duration of the shortening. If the County and Contractor are unable to agree upon the duration of the shortening, then County shall make a Good Faith Determination of the reasonable amount of time that the Contract Time shall be shortened on account of such Deleted Work.

**.3 Prescribed Calculations.**

**(1) Work Day Lost Calculations.** Contractor may claim an Excusable Delay or a Compensable Delay for a full Day only if all Work on a critical path activity is stopped for more than six (6) hours of a normal eight (8) hour Work Day and for a half-Day only if all Work on a critical path activity is stopped for three (3) to six (6) hours of such a normal Work Day. No Excusable Delay or Compensable Delay may be claimed if all Work on a critical path activity is stopped for less than three (3) hours of such a normal work Day. Similarly, where Deleted Work results in the projected avoidance of the need to perform more than six (6), or between three (3) and six (6) hours of all Work on a critical path activity on such a normal work day, the Contract Time shall be contracted by a full Day or half Day, respectively.

**(2) Dry Out Time Calculations.** Contract Adjustments to the Contract Time that are based upon unusual precipitation that is an Act of God as defined in Paragraph 1.1.2, above, shall include, in addition to the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while the unusual precipitation is occurring, an additional extension for the Delay to the critical path of activities affecting Substantial Completion that is the result of Contractor being unable, after cessation of the unusual precipitation at the Site, to proceed with performance of Work due to wet or muddy conditions at the Site (hereinafter referred to as "dry out" time); provided, however, that the amount of dry out time for which Contractor is entitled to an extension of time in any given calendar month shall not exceed the number of Days that is the product derived by multiplying (a) the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while such unusual precipitation is occurring, by (b) a fraction, the (i) numerator of which is the number of Days of Excusable Delay due to measurable unusual precipitation occurring at the Site during such calendar month that constitutes an Act of God as defined in Paragraph 1.1.2, above, and (ii) the denominator of which is the total number of Days of measurable precipitation occurring at the Site during said calendar month (including both the number of Days comprising the normal, 10-year monthly average of measurable precipitation recorded by NOAA and the excess, or unusual precipitation that constitutes an Act of God as defined in Paragraph 1.1.2, above).

**8.2.2 Notice of Delay.**

**.1 Submission.** Contractor shall submit written Notice of Delay to County if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes an Excusable Delay or Compensable Delay or other matter that may involve or require a Contract Adjustment extending the Contract Time. Such notice shall be provided prior to performance of the Work affected or involved and no later than seven (7) Days after the Discovery Date of such circumstance.

**.2 Form.** Notices of Delay shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Notice of Delay in a written form that complies with the requirements of this Paragraph 8.2.2.

**.3 Content.** Each Notice of Delay in order to be considered complete shall include:

**(1)** a general statement of the circumstances giving rise to the Notice of Delay (including, without limitation, identification of any related Construction Change Directive);

**(2)** a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments extending the Contract Time; and



(3) if such circumstances involve a right to a Contract Adjustment to the Contract Price for Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Notice of Change.

**.4 WAIVER BY CONTRACTOR.**

**FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF DELAY UNDER CIRCUMSTANCES WHERE A NOTICE OF DELAY INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH DELAY.**

**.5 No County Notice.** Failure by Contractor to submit a timely or proper Notice of Delay under circumstances in which a Notice of Delay is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

**8.2.3 Request for Extension.**

**.1 Submission.** With respect to any matter that may involve or require an adjustment extending the Contract Time, Contractor shall, within fourteen (14) Days after receipt by County of a Notice of Delay pursuant to Paragraph 8.2.2, above, submit to County a written Request for Extension.

**.2 Form.** Requests for Extension shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Requests for Extension in a written form that complies with the requirements of this Paragraph 8.2.3.

**.3 Content.** Each Request for Extension in order to be considered complete shall include:

(1) a detailed description of the circumstances giving rise to the request for Contract Adjustment to the Contract Time and a Time Impact Analysis (a Request for Extension that seeks an extension for more than one Delay shall be supported by a separate Time Impact Analysis for each separate Delay); and

(2) if such circumstances involve a right to a Contract Adjustment of the Contract Price on account of Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Change Order Request.

**.4 WAIVER BY CONTRACTOR.**

**FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY REQUEST FOR EXTENSION UNDER CIRCUMSTANCES WHERE A REQUEST FOR EXTENSION INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.3 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH DELAY.**

**.5 Adjustments Shortening Time.** Failure by Contractor to submit a timely or proper Request for Extension under circumstances in which a Request for Extension is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

**8.2.4 Response by County.** After receipt of a timely and complete Request for Extension, County shall investigate the facts concerning the cause and extent of such Delay and, depending on whether the Request for Extension is justified, will notify Contractor of its approval or disapproval of all or a portion of Contractor's request. Extensions of time approved by County shall apply only to that portion of the Work affected by the Delay, and shall not apply to other portions of Work not so affected.

**8.2.5 Formal Notice of Essence.** Contractor recognizes and acknowledges that timely submission of a formal Notice of Delay and a formal Request for Extension, whether or not the circumstances of a Delay may be known to County or available to County through other means, are not mere formalities but are of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Delay. Any forms of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries in monthly reports, daily logs, job meeting minutes, updated Construction Schedules or look-ahead schedules), that do not strictly comply with the formal requirements of Paragraph 8.2.2, above, and Paragraph 8.2.3, above, shall accordingly be deemed insufficient to satisfy the notice requirements of this Article 8.

**8.2.6 Compensation for Delay.**

**.1 Compensable Delay.** Contract Adjustments to the Contract Price for a Compensable Delay that involve an extension of the Contract Time shall be based, without duplication to any other Contract Adjustments to the Contract Price, on the terms of Section 3.3 of the Construction Contract. Contractor agrees to accept such right of Contract Adjustment in lieu of any other right that may exist under Applicable Laws for recovery of Losses due to Compensable Delay, whether incurred by Contractor or its Subcontractors, of any Tier.

**.2 Deleted Work.** The Contract Time and Contract Price shall be reduced by Contract Adjustment for Deleted Work (including, without limitation, Deleted Work associated with a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default) that results in a shortening of the Contract Time.

**(1) Contract Time.** The Contract Adjustment shortening the Contract Time for Substantial Completion shall be the number of Days that Contractor at the time of contracting would have reasonably expected to expend in performance of the Deleted Work and that, based on the Contractor's original Construction Schedule prepared on or about the time of contracting, were reasonably expected by Contractor to be critical to Substantial Completion of the Work within the Contract Time for Substantial Completion.

**(2) Contract Price.** The Contract Adjustment reducing the Contract Price shall be the product of (1) the number of Days that the Contract Time for Substantial Completion is shortened pursuant to preceding Clause (1) of this Subparagraph 8.2.6.2 multiplied times (2) the amount of liquidated damages set forth in Paragraph 3.3.2 of the Construction Contract, without any additional credit to County for Allowable Markups.

**8.2.7 Acceleration of the Work.**

**.1 Due to Unexcused Delay.** If County makes a Good Faith Determination based on County's observations of progress in performance of the Work by Contractor that Contractor will not achieve Substantial Completion of the Work within the Contract Time as adjusted pursuant to Paragraph 8.2.1, above, then Contractor shall, following receipt of a written request by County to accelerate, immediately respond in writing setting forth a detailed plan for accelerating the Work. All measures necessary, including working overtime, additional shifts, Saturdays, Sundays and holidays, to accelerate performance to ensure that the Work is performed within the Contract Time shall be taken by Contractor and the cost thereof shall be paid for by Contractor at Contractor's Own Expense. County may also take all other necessary measures to ensure no further Delays affect achievement of Substantial Completion and Final Completion of the Work within the Contract Time and the Contractor shall reimburse County, or County may withhold from payment due to Contractor, for Losses incurred by County in taking such measures.

**.2 Due to Excusable Delay.** Contractor shall have the right, exercised in its sole discretion, to accelerate performance of the Work to overcome time lost due to Excusable Delay. Such acceleration, if performed other than at the written direction of County, shall be deemed a voluntary acceleration and the cost of such accelerated performance shall be paid for by Contractor at Contractor's Own Expense. If County directs in writing that the Work be accelerated to overcome an Excusable Delay that is not concurrent with an Unexcused Delay, then Contractor shall be entitled to a Contract Adjustment to the Contract Price for such acceleration on and subject to the same terms as provided for in Subparagraph 8.2.7.3, below, in the case of an acceleration to overcome a Compensable Delay.

**.3 Due to Compensable Delay.** County shall have the right, exercised in its sole and absolute discretion, in lieu of granting a Contract Adjustment to the Contract Time for Compensable Delay, to direct in writing

the acceleration of the Work by Contractor in order to recapture time lost due to such Compensable Delay. County and Contractor shall endeavor prior to commencement of such acceleration to mutually agree upon the amount of compensation to be paid therefor. County shall have the right, in the absence of such an agreement, to direct in writing that Contractor accelerate. Contractor shall comply with such directive. Contractor's right to a Contract Adjustment to the Contract Price on account of such acceleration shall be limited to (1) the premium time portion of any overtime paid for labor provided by Contractor or any Subcontractor, plus (2) additional supervision costs for additional shifts of supervision provided at the Site by Contractor only (not by Subcontractors), plus (3) Allowable Markup thereon as provided in Paragraph 7.7.5, above. Except as directed by County in the manner stated in this Subparagraph 8.2.7.3, no statements, conduct or actions by County will be construed as creating an obligation on the part of County to agree to a Contract Adjustment to the Contract Price on account of any cost of overtime or other costs associated with an acceleration of the Work to recapture time lost due to Compensable Delay.

**8.2.8 Concurrent Delays.** For purposes of the calculations provided for in this Paragraph 8.2.8, the words "concurrent delay", "concurrently delay" or "occur concurrently" mean the portion of two or more Delays affecting the critical path to Substantial Completion that are overlapping or co-existent. Contractor's right to a Contract Adjustment of the Contract Time (pursuant to Subparagraphs 8.2.8.1, 8.2.8.2 and 8.2.8.3, below) and Contract Price (pursuant to Subparagraphs 8.2.8.4, 8.2.8.5 and 8.2.8.6, below) shall, in the case of concurrent delays, be calculated in accordance with the following:

**.1** 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.

**.2** If an Unexcused 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 such Excusable Delay or Compensable Delay exceeds the number of Days of such Unexcused Delay.

**.3** If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay and Compensable Delay, as determined pursuant to Subparagraph 8.2.8.1, above, exceeds the number of Days of such Unexcused Delay.

**.4** If an Unexcused Delay occurs concurrently with a Compensable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 3.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

**.5** If a Compensable Delay occurs concurrently with an Excusable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 3.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Excusable Delay.

**.6** If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 3.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

**8.2.9 Delay Claims.** Claims by Contractor relating to disputed Contract Adjustments due to Delay shall be made in accordance with applicable provisions of Section 4.3, above.

**8.2.10 Exercise of County Rights.** Notwithstanding any other provision of the Contract Documents to the contrary, County's exercise in accordance with the Contract Documents of any of its rights or remedies permitted by Applicable Laws or the Contract Documents in response to a failure by Contractor or any Subcontractor to comply with the Contract Documents shall not, under any circumstances, entitle Contractor to a Contract Adjustment.

**ARTICLE 9  
PAYMENTS AND COMPLETION**

**9.1 PAYMENT BY COUNTY**

9.1.1 **Time for Payment.** County shall make payment of undisputed sums due to the Contractor upon Applications for Payment requesting Progress Payment not later than thirty (30) Days after receipt of an Application for Payment requesting Progress Payment that has been properly and timely prepared and submitted by Contractor, and approved by County, in accordance with the requirements of the Contract Documents.

9.1.2 **Not Acceptance.** No approval, inspection or use of, or payment for, the Work by County or by any person or entity acting on County's behalf shall constitute acceptance of Work that is not in accordance with the Contract Documents or a waiver of any of County's rights under the Contract Documents.

9.1.3 **Interest.** If County fails to make payment of an undisputed sum due as a Progress Payment to the Contractor as required by this Article 9, County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure §685.010. The number of Days available to the County to make payment without incurring such interest shall be reduced by the number of Days by which the County exceeds the seven (7) Day response time applicable to the County set forth in Section 9.5, below. The foregoing is the County's sole obligation with respect to payment of interest earned or accrued on an amount claimed due prior to the commencement by Contractor of legal proceedings for recovery of such amount.

9.1.4 **Disputed Payments.** Subject to Contractor's rights under Section 9.8, below, no good faith dispute or disagreement between County and Contractor with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

**9.2 APPLICATIONS FOR PAYMENTS**

9.2.1 **Submission by Contractor.** Applications for Payment requesting Progress Payment shall be properly prepared and submitted by Contractor to County once a month on the twenty-fifth (25<sup>th</sup>) Day of the month. If the twenty-fifth (25<sup>th</sup>) Day of the month is a weekend or Holiday, the Application for Payment shall be submitted on the next working day.

9.2.2 **Period of Application.** The period covered by each such Application for Payment requesting Progress Payment shall be not more than thirty (30) Days ending on the twenty-fifth (25<sup>th</sup>) Day of the month in which such Application for Payment is submitted.

9.2.3 **Schedule of Values.** Each Application for Payment shall be accompanied by a Schedule of Values prepared and submitted in accordance with the requirements of the Contract Documents, including, without limitation, the provisions of Section 9.3, below.

9.2.4 **Changes in Work.** Applications for Payment may include requests for payment on account of Compensable Changes in the Work which have been properly authorized by Change Order or Unilateral Change Order.

9.2.5 **Progress Payments.** Applications for Payment requesting Progress Payments shall be based on amounts calculated in accordance with the provisions of Section 9.4, below.

9.2.6 **Percentage Completion.** Applications for Payment requesting Progress Payments shall indicate the Contractor's estimate of the percentage of completion of each line item listed in the Schedule of Values as of the end of the period covered by the Application for Payment.

9.2.7 **Projected Work.** Unless approved by County in writing in advance of an Application for Payment being submitted, which approval may be granted or denied in the sole and absolute discretion of County, Applications for Payment shall only include amounts for Work performed to the twenty-fifth (25<sup>th</sup>) Day of the month in which the

Application for Payment was submitted and shall not include request for payment of amounts for Work projected to be performed, stored or delivered beyond that date.

**9.2.8 Disagreements.** In the event of a disagreement between County and Contractor over the accuracy or reasonableness of the Contractor's statement of percentage of progress achieved that is contained in the Application for Payment, the County shall make a Good Faith Determination of the percentage, which percentage shall then be inserted by Contractor in the Application for Payment and the Application for Payment submitted, or resubmitted, incorporating such revision.

**9.2.9 Substantial Completion.** For the sole purpose of the percentage calculation set forth in Paragraph 9.2.6, above, and for no other purpose, the Work shall be deemed one hundred percent complete upon Substantial Completion and the amount released to Contractor shall, subject to County's right to withhold pursuant to Section 9.6, below, be a sum sufficient to increase the total of Progress Payments to Contractor to ninety-five percent (95%) of the Contract Price.

**9.2.10 Certification by Contractor.** Each Application for Payment that is submitted by Contractor shall be signed by Contractor with a certification by Contractor to County that: (1) the data comprising the Application for Payment is accurate and the Work has progressed to the point indicated; (2) to the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents; (3) Contractor is entitled to payment in the amount certified; and (4) all sums previously applied for by Contractor on account of the Work performed by the Subcontractors and that have been paid by County have been paid to the Subcontractors performing such Work, without any retention, withholding or back charge by Contractor.

**9.2.11 Stored Materials.** County may, in the exercise of its sole and absolute discretion, approve or disapprove for inclusion in Contractor's Application for Payment the cost of materials to be incorporated, but not yet incorporated, in the Work and delivered and suitably stored either at the Site or at some other appropriate location acceptable to the County. As part of any request for such approval, Contractor shall furnish evidence satisfactory to County: (1) of the cost of such materials; (2) that such materials are under the exclusive control of Contractor, or if not, that title to the materials is in the County, free of any lien or encumbrance; and (3) with respect to materials stored off-Site, that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to County. No payment or approval by County pursuant to this Paragraph 9.2.11 shall (a) be construed as an inspection or acceptance of the materials; (b) relieve Contractor of its continuing and sole responsibility for the care and protection of, and sole responsibility for any Loss to, such materials, from any cause whatsoever; or (c) operate as a waiver of rights by County.

**9.2.12 Title.** Contractor warrants that title to all the Work covered by an Application for Payment will pass to County no later than the time of payment. Contractor further warrants that upon submittal of an Application for Payment all Work for which approval for payment has been previously issued by County shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, the Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment for the Work.

### 9.3 SCHEDULE OF VALUES

**9.3.1 Initial Submission.** Within twenty-one (21) Days after issuance by County of the Notice of Intent to Award, Contractor shall submit to County a Schedule of Values, prepared in a form and incorporating a level of detail satisfactory to County, that allocates the Contract Price to various portions of the Work, including, without limitation, each portion of the Work to be performed by a Subcontractor, self-performed Work, discrete categories of direct (i.e., on-Site) overhead costs (sometimes referred to as "general conditions costs"), Contractor home office and indirect overhead and profit and amounts reserved for contingencies.

**9.3.2 Balanced Allocation.** The Schedule of Values shall be balanced, reflecting in each line item Contractor's estimated or actual cost commitments for the category of Work included in the line item and a proportionate share of Contractor's overhead and profit. Techniques, such as "front-end loading", designed to create an imbalanced cash flow are strictly prohibited.

9.3.3 **Line Estimates.** Line item values stated in the Schedule of Values that are based on Contractor's estimates, rather than actual subcontract prices, shall be identified as such and replaced with actual subcontract prices when they become available as the subcontracting process progresses.

9.3.4 **Updating.** The Schedule of Values shall be updated by Contractor each month as necessary to reflect the Contractor's actual progress in subcontracting the Work. An updated Schedule of Values shall be attached to each Application for Payment.

9.3.5 **Substantiation.** Contractor shall provide such data as County may reasonably require to substantiate that the Schedule of Values has been prepared in conformance with the requirements of the Contract Documents. Failure to provide such substantiation shall result in the Schedule of Values being deemed incomplete and unapproved by County for use by Contractor in submitting its Applications for Payment.

9.3.6 **Corrections.** If corrections are required in order to make the Schedule of Values comply with the requirements of the Contract Documents, such corrections shall be made as a condition of the Contractor's Application for Payment being considered properly prepared, submitted and complete.

9.3.7 **Changes to Work.** Costs involved in the performance of Work covered by Change Orders, Unilateral Change Orders or Construction Change Directives shall be, at the option of County, either separately scheduled or incorporated as adjustments to the respective trade lines of Work to which they apply. Except as otherwise expressly required by Article 7, above, the Schedule of Values shall not be utilized by Contractor as a basis for calculating Contract Adjustments.

9.3.8 **Applications for Payment.** The Schedule of Values prepared by Contractor in accordance with the requirements of the Contract Documents shall be used as a basis for County's review and approval or disapproval of Applications for Payment.

#### 9.4 **PROGRESS PAYMENT CONDITIONS**

9.4.1 **Progress Payment Amount.** Subject to the other provisions of the Contract Documents, the amount of each Progress Payment requested in an Application for Payment shall be computed as follows:

.1 take that portion of the Contract Price properly allocable to Work (other than materials, products or equipment furnished by County) permanently incorporated at the Site as part of the Work, based on the product derived by multiplying (1) the percentage completion of each such portion of the Work times (2) the portion of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less a retention of five percent (5%) thereof;

.2 add that portion of the Contract Price that is allocable to materials and equipment (other than materials, products or equipment furnished by County) approved by County pursuant to Paragraph 9.2.11, above, and suitably stored at the Site or at a location off-Site, less a retention of five percent (5%) thereof;

.3 subtract the aggregate of previous payments made by the County; and

.4 subtract amounts, if any, that County has determined will be withheld pursuant to an exercise of the County's right to withhold pursuant to Section 9.6, below.

9.4.2 **Other Conditions and Documentation.** Contractor shall submit its Applications for Payment requesting Progress Payments to County using such forms as required by County. Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to County's approval, of each Application for Payment:

.1 submission of a Schedule of Values that complies with Section 9.3, above;

.2 submission of Contractor's certification required by Paragraph 9.2.10, above;

.3 submission of: (1) forms of conditional releases of stop payment notice and bond rights upon progress payment, complying with California Civil Code §8132, for all Work performed during the time period covered by the current Application for Payment, signed by Contractor and the Subcontractors, of every Tier; and (2) forms of unconditional releases of stop payment notice and bond rights upon progress payment, complying with California Civil Code §8134, for all Work performed during the time period covered by the previous Application for Payment, signed by Contractor and the Subcontractors, of every Tier;

.4 compliance by Contractor with its obligation for daily maintenance of Record Drawings and Specifications as required by Paragraph 3.10.1, above;

.5 compliance by Contractor with its obligation for submission of daily reports as required by Paragraph 3.10.2, above;

.6 compliance by Contractor with its obligations for submission of scheduling information and updating of the Construction Schedule as required by Section 3.9, above, and other provisions of the Contract Documents pertaining to preparation or updating of schedules and scheduling information;

.7 proper payment of prevailing wages as defined in California Labor Code §1720, et seq.;

.8 timely submission of adequate and complete certified payroll records for any time period that Work was performed and for which payment is being requested;

.9 submission of certifications by Contractor and the Subcontractors as required by Applicable Laws certifying that all employee benefit contributions due and owing have been paid in full;

.10 submission of sales tax information as required by Paragraph 3.6.3, above; and

.11 compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

## 9.5 COUNTY APPROVAL/REJECTION OF APPLICATIONS FOR PAYMENT

9.5.1 **Review by County.** Subject to County's rights under Paragraph 9.5.4, below, County shall promptly review Applications for Payment submitted by Contractor and provide its approval or disapproval, in whole or part, within (1) seven (7) Days after receipt of an Application for Payment requesting Progress Payment, and (2) within fourteen (14) Days after receipt of an Application for Payment requesting Final Payment.

9.5.2 **Disapproval by County.** Disapproval by County disapproving of an Application for Payment shall be accompanied by an explanation of the reasons for such disapproval. Failure by County to specify in its disapproval a particular grounds for disapproval of an Application for Payment shall not waive the County's right to assert such grounds as a basis for any future disapproval, or nullification of its prior approval, of that or any other Application for Payment.

9.5.3 **Re-submittal by Contractor.** An Application for Payment that is disapproved by County shall be corrected and re-submitted by Contractor after receipt by Contractor of the notice of disapproval. A re-submitted Application for Payment shall be reviewed and responded to by County in the same manner as provided in Paragraphs 9.5.1 and 9.5.2, above. If re-submitted, the re-submitted Application for Payment shall be reviewed and responded to by County in the same manner as provided in Paragraph 9.5.1 and Paragraph 9.5.2, above. If not re-submitted, only the amount, if any, that is approved for payment shall be paid until such time as a proper Application for Payment that includes the disapproved amount has been submitted in another Application for Payment and, upon such re-submittal, approved for payment.

9.5.4 **Approval Nullification.** County reserves the right to nullify any prior approval of an Application for Payment that is later found to not be in compliance with the requirements of the Contract Documents, whether or not such noncompliance was previously actually observed or apparent on the face of the Application for Payment, and

based on such nullification County may take either of the following actions, as applicable: (1) if the Application for Payment has not yet been paid by County, disapprove of that portion of the Application for Payment that is not in compliance and withhold payment of that sum until the noncompliance is fully rectified; or (2) if the Application for Payment has been paid by County, nullify the County's prior approval and withhold payment of such disputed amounts in response to future Applications for Payment; provided, however, that in either case the amount of the County's nullification shall be limited to that portion of the amount requested in the Application for Payment that is in dispute and the amount of its withholding from the current or any future Application for Payment shall be limited to the amount nullified plus any additional withholding permitted under Section 9.6, below.

**9.5.5 No Waiver by County.** Neither approval by County or Architect of, failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any portion thereof shall be interpreted as or constitute a waiver or release of any of County's rights to require Contractor's full compliance with the Contract Documents.

**9.5.6 No Representation.** Neither approval by County or Architect of, failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any portion thereof shall be interpreted as a representation that County or Architect has: (1) made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work, (2) reviewed Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from the Subcontractors and other data requested by County or Architect to substantiate Contractor's right to payment, or (4) made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Price.

## 9.6 WITHHOLDING OF PAYMENT

**9.6.1 Grounds for Withholding.** County may decline to approve an Application for Payment and withhold payment requested under any unpaid Application for Payment, in whole or in part, to such extent that County makes a Good Faith Determination that withholding is necessary, in the sole discretion of County, because of any of the following circumstances:

**.1 Third-Party Claims.** Third-party claims or stop payment notices filed or reasonable evidence (including, without limitation, failure by Contractor to submit conditional releases of stop payment notice and bond rights required by the Contract Documents) indicating the possible filing of such claims or stop payment notices.

**.2 Defective Work.** Defective Work not remedied.

**.3 Nonpayment.** Failure of Contractor to make proper payments to a Subcontractor for services, labor, materials or equipment or other Work.

**.4 Inability to Complete.** Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Price or within the Contract Time.

**.5 Violation of Applicable Laws.** Failure of Contractor or a Subcontractor to comply with Applicable Laws.

**.6 Penalty.** Any penalty asserted against County by virtue of Contractor's failure to comply with Applicable Laws.

**.7 Lack of Progress.** Failure by Contractor to maintain progress in accordance with the Construction Schedule.

**.8 Setoff.** Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle County to a setoff or recoupment.

**.9 Consultant Services.** Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents.



**.10 Liquidated Damages.** Liquidated damages payable to County pursuant to Section 3.2 of the Construction Contract or that there is a reasonable basis to believe will be payable to County based upon the Contractor's project date for Substantial Completion based on its update Construction Schedule or based upon other evidence available to County of the probable date that the Work will be Substantially Completed.

**.11 Damage.** Loss caused to County, a Separate Contractor or any other person or entity under contract to County, by Contractor or a Subcontractor.

**.12 Cleanup.** Cleanup performed by County and chargeable to Contractor pursuant to the terms of the Contract Documents.

**.13 Employee Benefits.** Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement.

**.14 Required Documents.** Failure of Contractor to submit on a timely basis, proper and complete documentation required by the Contract Documents, including, without limitation, schedule updates, 'look ahead' schedules, pricing information, certifications and other required reports or documentation.

**.15 Labor Compliance.** Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code §§1720 et seq.

**.16 Nullification.** Nullification by County pursuant to Paragraph 9.5.4, above, of its prior approval of an Application for Payment.

**.17 Releases.** Failure by Contractor to submit any conditional release of stop payment notice and bond rights that is required pursuant to Subparagraph 9.4.2.3, above or Subparagraph 9.10.4.4, below.

**.18 Other Breach.** A breach by Contractor of any obligation or provision of the Contract Documents.

**9.6.2 Application of Withholding.** Sums properly withheld pursuant to Paragraph 9.6.1, above, may be used by County without a prior judicial determination of County's actual rights with respect to the grounds on which such withholding is based. Contractor agrees and hereby designates County as its agent for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by County to Contractor. County shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, County may, in its sole and absolute discretion, elect to exercise its right to adjust the Contract Price as provided in Section 13.4, below.

**9.6.3 Final Payment.** In accordance with California Public Contract Code §7107, the amount to be withheld from Contractor's Final Payment pursuant to a withholding asserted pursuant to Paragraph 9.6.1, above, shall be limited to one hundred fifty percent (150%) of the disputed amount.

**9.6.4 Release of Withholding.** When the reasons for withholding of payment as set forth in Paragraph 9.6.1, above, are removed, approval by County will be promptly issued to Contractor for amounts previously withheld and payment of amounts withheld will be made by County within thirty (30) Days thereafter.

**9.6.5 Additional Rights.** The County's right of withholding set forth in this Section 9.6 is in addition to, and not a limitation upon, any other rights of withhold that County may have under the Contract Documents or Applicable Laws.

## 9.7 PAYMENTS BY CONTRACTOR

**9.7.1 Payments to Subcontractors.** Contractor shall not include in its Applications for Payment sums on account of any Subcontractor's portion of the Work that it does not intend to pay to such Subcontractor. Upon receipt of payment from County, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractors' portions of the Work, the amount to which said Subcontractors are

entitled in accordance with the terms of their contracts with Contractor and Applicable Laws, including, without limitation, California Public Contract Code §7107. Contractor shall remain responsible, notwithstanding a withholding by County pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all the Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-subcontractors and suppliers in similar manner. County shall have no obligation to pay or be responsible in any way for payment to the Subcontractors, of any Tier.

**9.7.2 Payments in Trust.** Any funds that Contractor receives in payment for services or Work performed by a Subcontractor shall constitute assets of a trust, which trust funds shall be used for the exclusive benefit of the Subcontractor for the purpose of discharging Contractor's financial obligations on account of labor, services, materials or equipment furnished to the Project by the Subcontractor, provided that such labor, services, materials or equipment were performed in accordance with the Contract Documents, were included in an Application for Payment to County, and were paid by the County to Contractor. Contractor shall be the trustee of the trust and shall be required to deal with the trust assets for the benefit of the Subcontractor. Contractor shall not be a beneficiary of the trust. Nothing herein shall be construed as an intent to require that Contractor maintain trust funds in separate bank accounts, specifically designate any third party as a beneficiary of the trust created herein, or otherwise give rise to any cause of action against the County by any third party beneficiary of the trust created herein.

**9.7.3 Payment Information.** County will, on request, furnish to any of the Subcontractors, if practicable, information for such Subcontractor's review regarding percentages of completion or amounts applied for by Contractor and action taken thereon by County on account of portions of the Work done by such Subcontractor.

**9.7.4 Joint Payment.** County shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any of the Subcontractors, of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create: (1) any contract between County and any of the Subcontractors, of any Tier; (2) any obligation from County to any of the Subcontractors; or (3) any third-party rights against County or Architect.

**9.7.5 Direct Negotiation of Stop Payment Notices.** County shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop payment notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

**9.7.6 Release of Stop Payment Notices.** With the exception of that portion, and only that portion, of a stop payment notice or other claim that arises as a result of a failure by the County to make payment to Contractor under circumstances constituting a breach of the Construction Contract by County, if any stop payment notice or other claim, whether invalid or valid, is filed with, served upon or made or asserted against the County or the Site by any Subcontractor, of any Tier, or their agent or employee, for money claimed due, then Contractor shall within five (5) Days after written notice by the County procure, furnish and record appropriate releases or other instruments which under Applicable Laws will fully release, extinguish and remove such stop payment notice or claim, as well as any notices of pending action or other notices recorded against the Site in connection with the enforcement thereof. All costs of such actions by Contractor shall be paid for by Contractor at Contractor's Own Expense. Unless and until fully released as aforesaid, the County shall have the right to retain from any payment then due, or thereafter to become due, to Contractor an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop payment notice or claim and any action or proceeding thereon, including, without limitation, an amount for anticipated attorney's fees and costs. If the amount to be paid, or the amount retained, is insufficient to satisfy, discharge and defend against any such stop payment notice or claim and any action or proceeding thereon, then Contractor shall be liable for the difference and upon demand shall immediately deposit the same with the County. The provisions of this Paragraph 9.7.6 are in addition to such other rights as the County may have against Contractor under the Contract Documents or Applicable Laws.

**9.7.7 No County Obligation.** Neither County nor Architect shall have any obligation to pay or to see to the payment of money to any of the Subcontractors except as may otherwise be required by Applicable Laws.

## 9.8 FAILURE OF PAYMENT

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents either: (1) approval or disapproval by County of an Application for Payment properly prepared and submitted by Contractor and requesting payment that is otherwise undisputed by County is not issued within the time period required therefor by the terms of this Article 9; or (2) the County does not (a) upon an Application for Payment properly prepared and submitted by Contractor pay to Contractor, within the time period required for payment by County, an undisputed amount approved by County as earned, which approval has not been, and is not thereafter, nullified by County, or (b) pay to Contractor an amount that has been awarded by arbitration or judgment of a court of competent jurisdiction, then Contractor may, following delivery to County of a written "10-day stop work order", stop the Work until, as applicable, an approval or disapproval by County, or payment by County, is received by Contractor. Promptly upon receipt of such approval or disapproval, or payment, as applicable, Contractor shall resume the Work. Any resulting Delay associated with the shut down and start up of the Work as a result of Contractor's proper exercise of its right to stop work under this Section 9.8 shall constitute a Compensable Delay.

## 9.9 SUBSTITUTION OF SECURITIES FOR RETENTION

**9.9.1 Public Contract Code.** Pursuant to the requirements of California Public Contract Code §22300, upon the Contractor's request, the County will make payment to the Contractor of any funds withheld from payments to ensure performance under the Contract Documents if the Contractor deposits with the County, or in escrow with a California or federally chartered bank in California acceptable to the County ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code §16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the County, upon the following conditions:

.1 The Contractor shall be the beneficial owner of any securities substituted for monies withheld for the purpose of receiving any interest on such securities.

.2 All expenses relating to the substitution of securities under said §22300 and under this Section 9.9, including, but not limited to the County's overhead and administrative expenses and expenses of Escrow Agent, shall be the responsibility of the Contractor.

.3 Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of the retention to be paid to the Contractor pursuant to the Contract Documents.

.4 If the Contractor shall choose to deposit securities in lieu of monies withheld with an Escrow Agent, the Contractor, the County and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement. Such escrow agreement shall be substantially in the form "Escrow Agreement for Security Deposits in Lieu of Retention" set forth in California Public Contract Code §22300(f).

.5 The Contractor shall obtain the written consent of Surety to such agreement.

.6 Securities, if any, shall be returned to the Contractor only upon satisfactory Final Completion of the Work.

**9.9.2 Substitute Security.** To minimize the expense caused by such substitution of securities, the Contractor shall, prior to or at the time the Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the County withholds pursuant to the Contract Documents, the Contractor shall immediately and at the Contractor's Own Expense deposit additional security qualifying under said §22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

**9.9.3 Deposit of Retentions.** Alternatively, subject to the conditions set forth in Paragraph 9.9.1, above, upon request of the Contractor, the County shall make payment of retentions directly to Escrow Agent at the expense of the Contractor, provided that the Contractor, the County and Escrow Agent shall, as a prerequisite to such

payment, enter into an escrow agreement in the same form as prescribed in Subparagraph 9.9.1.4, above. At the Contractor's Own Expense, the Contractor may direct the investment of the payments into securities and interest bearing accounts and the Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by the County under the same terms provided herein for securities deposited by the Contractor. Upon satisfactory Final Completion of the Work, the Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from the County, less escrow fees and charges of the Escrow Account, according to the terms of said §22300 and the Contract Documents.

## 9.10 FINAL PAYMENT

9.10.1 **Payment by County.** Subject to the County's right of withholding as set forth in Section 9.6, above, or elsewhere in the Contract Documents, Final Payment shall be made by County not more than sixty (60) Days after completion of the Work as defined in Clauses (1), (2), (3) or (4) of California Public Contract Code § 7107(c), whichever definition is earliest satisfied.

9.10.2 **Application for Final Payment.** Upon issuance by County of the Notice of Final Completion pursuant to Paragraph 9.13.5, below, Contractor shall submit to County its Application for Payment requesting Final Payment.

9.10.3 **Review by County.** County will review and approve or disapprove of the Application for Payment requesting Final Payment as provided in Section 9.5, above.

9.10.4 **Conditions to Final Payment.** Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to County's approval, of Contractor's Application for Payment requesting Final Payment:

- .1 submission of Contractor certification as required by Paragraph 9.2.10, above;
- .2 submission of consent of Surety, if any, to Final Payment;
- .3 submission of a certificate evidencing that the insurance required by the Contract Documents is in force;
- .4 submission of conditional releases and waivers of stop payment notice and bond rights upon final payment in the form required by California Civil Code §8136 executed by Contractor and by all the Subcontractors, of every Tier;
- .5 submission of all Close-Out Documents (including, without limitation, complete, accurate Record Drawings and Specifications certified by Contractor as required by Paragraph 3.10.1, above);
- .6 timely submission of adequate and complete certified payroll records for any time period that Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payment;
- .7 proper payment of prevailing wages as defined in California Labor Code §§1720, et seq.;
- .8 submission of certifications by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employee benefit contributions due and owing have been paid in full; and
- .9 submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

9.10.5 **Disputed Amounts.** Pursuant to California Public Contract Code § 7107, County may deduct and withhold from Final Payment an amount of up to one hundred fifty percent (150%) of any disputed amounts, including,

without limitation, amounts to protect County against any Loss caused or threatened as a result of Contractor's failing to fully satisfy the conditions of Final Completion and Final Payment.

**9.10.6 No Waiver by County.** The making of Final Payment by County shall not constitute a waiver by County of any rights or claims, including, without limitation, any right or claim for reimbursement of Allowable Costs or Allowable Markup paid to Contractor that is determined by County, either before or after Final Payment, to have been not due to Contractor.

#### **9.10.7 WAIVER BY CONTRACTOR.**

**ACCEPTANCE OF FINAL PAYMENT BY CONTRACTOR OR A SUBCONTRACTOR SHALL CONSTITUTE A WAIVER OF ALL RIGHTS BY THAT PAYEE AGAINST COUNTY FOR RECOVERY OF ANY LOSS, EXCEPTING ONLY THOSE CLAIMS THAT HAVE BEEN SUBMITTED BY CONTRACTOR IN THE MANNER REQUIRED BY SECTION 4.3, ABOVE, PRIOR TO, OR AT THE TIME OF CONTRACTOR'S SUBMISSION TO COUNTY OF, ITS APPLICATION FOR PAYMENT REQUESTING FINAL PAYMENT.**

#### **9.11 SUBSTANTIAL COMPLETION**

**9.11.1 Contract Time.** Contractor shall achieve Substantial Completion of the Work, or such portion of the Work as may be designated at any time by County for separate delivery, in accordance with the requirements of the Contract Time and other provisions of the Contract Documents.

**9.11.2 Request for Inspection.** Contractor shall notify the County when Contractor believes that the Work, or portion thereof designated by the County in the Contract Documents or otherwise for separate delivery, is Substantially Complete.

**9.11.3 Substantial Completion Inspection.** When Contractor gives notice to County that it has achieved Substantial Completion of the Work, or a County designated portion thereof, unless the County determines that the Work or County designated portion thereof is not sufficiently complete to warrant an inspection to determine Substantial Completion, County, Inspector of Record, Architect and such others as may be designated by County will inspect the Work, or such County designated portion thereof.

**9.11.4 Substantial Completion Punch List.** At the conclusion of such inspection, County shall prepare and give to Contractor (or, Owner may request that Contractor prepare and provide to County) a Substantial Completion Punch List of items, if any, to be completed or corrected for Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Substantial Completion Punch List. Contractor shall proceed within forty-eight (48) hours after preparation of the Substantial Completion Punch List to commence correction or completion of the items on the Substantial Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed promptly by Contractor before the Work will be considered as Substantially Complete. Failure by County, Architect, Inspector of Record or Contractor to include an item on the Substantial Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Substantial Completion that, for any reason, have been omitted from the Substantial Completion Punch List shall be added to the Substantial Completion Punch List and Contractor shall, at the request of County, Architect or Inspector of Record made at any time prior to Final Payment commence correction or completion of such items within forty-eight (48) hours and all such items of Work shall be completed by Contractor promptly and before the Work will be considered as Substantially Complete.

**9.11.5 Re-Inspection.** Contractor shall notify County when the items of Work shown on the Substantial Completion Punch List are completed. County, Inspector of Record, Architect and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Substantially Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Substantial Completion Punch List, which must be completed or corrected before Substantial Completion, Contractor shall, as a condition of Substantial Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Substantially Complete. Contractor shall reimburse County, or County may at its option withhold from Contractor's payments, amounts incurred by County to the Inspector of Record, Architect, County Consultants or others whose services, for reasons within the control or responsibility of

Contractor or the Subcontractors, are necessary for more than two (2) such re-inspections to determine Substantial Completion.

**9.11.6 Notice of Substantial Completion.** When County determines that the Work, or such designated portion thereof, is Substantially Complete, County will prepare a Notice of Substantial Completion on the County's form, which shall state the date of Substantial Completion. If the Notice of Substantial Completion is for the entire Work, then the County will attach to it the Final Completion Punch List prepared in accordance with Paragraph 9.13.2, below. Regardless of the date the Notice of Substantial Completion is issued, Substantial Completion shall be deemed to have occurred on the date stated in the Notice of Substantial Completion.

## **9.12 PARTIAL OCCUPANCY OR USE**

County reserves the right to beneficially occupy all or any portion of the Work at any time before Substantial Completion of the entire Work. Beneficial occupancy means that County has assumed physical occupancy and use of all or such portion of the Work. Commencement of improvements or other work by Separate Contractors in order to ready the Work for use or occupancy by County shall be unconditionally permitted in all cases prior to Substantial Completion and shall not constitute a taking of beneficial occupancy by County. Exercise by County in accordance with the provisions of this Section 9.12 of its right to take beneficial occupancy shall not constitute grounds for a Contract Adjustment. The County's right of beneficial occupancy of all or a portion of the Work prior to Substantial Completion shall be subject to the following conditions:

9.12.1 County and such others as County deems necessary will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected in the same manner as required by and subject to the same conditions as set forth in Section 9.11, above.

9.12.2 Beneficial occupancy by County shall not be construed as Acceptance of that portion of the Work which is to be occupied.

9.12.3 Except as otherwise provided in this Section 9.12, beneficial occupancy by County shall not constitute a waiver of rights of the County against Contractor. Notwithstanding anything stated in this Section 9.12 or elsewhere in the Contract Documents to the contrary, beneficial occupancy by County shall not constitute a waiver of rights of County relating to Defective Work in the area beneficially occupied or in any other portion of the Work.

9.12.4 Prior to the County's taking beneficial occupancy, Contractor shall submit to County an itemized list of each piece of equipment located in or serving the area to be occupied stating the date operation of such piece of equipment commenced, together with operating instructions, manuals and other information required by the Contract Documents. Contractor shall provide, in the areas beneficially occupied, on a continual basis, utility services, elevator service, and heating and cooling systems in operable condition commencing at the time of beneficial occupancy and until Final Completion of the entire Work. County shall be responsible, from and after taking occupancy, for utility consumption, regular operation and regular maintenance of such systems or equipment.

9.12.5 County shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

9.12.6 County shall pay all utility costs that arise out of its beneficial occupancy.

9.12.7 Contractor shall not be responsible for providing security in areas beneficially occupied.

9.12.8 County shall use its best efforts to prevent its beneficial occupancy from interfering with the conduct of Contractor's remaining Work.

9.12.9 Contractor shall not be required to repair damage caused solely by County's beneficial occupancy.

9.12.10 Contractor shall continue to maintain all insurance required by the Contract Documents in full force and effect.

## 9.13 FINAL COMPLETION

9.13.1 **Contract Time.** Contractor shall expeditiously and diligently perform the Work after Substantial Completion, including, without limitation, all items of Work on the Final Completion Punch List that accompanies the Notice of Substantial Completion, so as to achieve Final Completion within the requirements of the Contract Time for Final Completion.

9.13.2 **Final Completion Punch List.** Contractor shall prepare and submit to County at the time that Contractor requests inspection for Substantial Completion of the entire Work pursuant to Paragraph 9.11.2, above, a draft proposed Final Completion Punch List of items of Work that will be required to be completed or corrected for Final Completion. Items identified in the course of any inspection for Substantial Completion that are required to Finally Complete the Work following Substantial Completion shall be added to the proposed Final Completion Punch List and the revised Final Completion Punch List attached to the Notice of Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Final Completion Punch List. When Contractor considers the Final Completion Punch List to be complete, it shall promptly sign and deliver the Final Completion Punch List to the County. Failure by County, Architect, Inspector of Record or Contractor to include an item on the Final Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Final Completion that, for any reason, have been omitted from the Final Completion Punch List shall be added to the Final Completion Punch List upon request by the County made at any time prior to Final Payment and completion of such items shall be made promptly and before the Work will be considered Finally Complete.

9.13.3 **Performance of Punch List.** Contractor shall proceed promptly and in accordance with the Contract Time to correct and complete the items on the Final Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed by Contractor before the Work will be considered as Finally Complete.

9.13.4 **Request for Final Inspection.** Contractor shall notify County when Contractor believes that the Work is Finally Complete. County, Inspector of Record, Architect and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Finally Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Final Completion Punch List, which must be completed or corrected before Final Completion, Contractor shall, as a condition of Final Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Finally Completed. Contractor shall reimburse County, or County may at its option withhold from Contractor's payments, amounts incurred by County to the Inspector of Record, Architect, County Consultants or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors, are necessary for more than two (2) inspections to determine Final Completion.

9.13.5 **Notice of Final Completion.** When County determines that the Work is Finally Complete, County will prepare a Notice of Final Completion on the County's form, which shall state the date of Final Completion. Regardless of the date the Notice of Final Completion is issued, Final Completion shall be deemed to have occurred on the date stated in the Notice of Final Completion.

9.13.6 **Acceptance by County.** Acceptance may be exercised by County, in its sole and absolute discretion, either after Final Completion or, without waiving or releasing Contractor from any of its obligations under the Contract Documents, at any time after Substantial Completion and prior to Final Completion.

9.13.7 **Notice of Completion.** In addition to issuance of the Notice of Substantial Completion and Notice of Final Completion, County shall have the right, exercised in its sole and absolute discretion, to record a Notice of Completion pursuant to California Civil Code §9204.

9.13.8 **No Waiver by County.** No inspections conducted pursuant to this Article 9 nor any approvals or certificates issued by County, Architect or Inspector of Record shall be deemed to be a waiver or limitation on County's right to insist on Final Completion and full performance of all other conditions to Final Payment under the Contract Documents prior to issuance of Final Payment to Contractor.

**ARTICLE 10**  
**INSPECTIONS, SAFETY AND HAZARDOUS SUBSTANCES**

**10.1 INSPECTIONS**

**10.1.1 General.** One or more Inspectors of Record, including special inspectors as required, may be employed by County and assigned to the Work. The fees of Inspectors of Record shall be directly paid for by County. IF INSPECTORS OR RECORD ARE ASSIGNED TO THE WORK, THEN NO WORK SHALL BE CARRIED ON EXCEPT UNDER THE INSPECTION, AND WITH THE KNOWLEDGE, OF THE APPROPRIATE INSPECTOR(S) OF RECORD, and Contractor shall be responsible, at Contractor's Own Expense, to remove and replace any Work performed without such inspection by the appropriate Inspector of Record.

**10.1.2 Coordination.** Contractor shall schedule, arrange, and coordinate its activities with the activities of the County, Inspectors of Record, Architect, County Consultants and others designated by County to inspect or observe the Work. When, in order to comply with the intent of the Contract Documents, inspection or observation must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Contractor shall notify the County, as well as any other persons identified by County as assigned by it to inspect or observe the Work, a sufficient length of time in advance to allow for arrangements to be made for such inspection or observation.

**10.1.3 Uncovering of Work.** County or an Inspector of Record shall have the right to request that any portion of the Work be uncovered by Contractor for inspection. Except as otherwise provided in Paragraph 10.1.1, above, if such Work is found to be in accordance with the Contract Documents, then all of the additional costs incurred in uncovering, replacing and re-covering the Work shall constitute grounds for Contractor, upon proper notice and request pursuant to Article 7, above, to receive a Contract Adjustment for Compensable Change and if such uncovering, replacing and re-covering of the Work causes a Delay, such Delay shall constitute grounds for Contractor, upon proper and timely notice and request pursuant to Article 8, above, to receive a Contract Adjustment for Compensable Delay. If such Work is not in accordance with the Contract Documents, then such costs of uncovering, replacing and re-covering shall be paid for by Contractor at Contractor's Own Expense and any resulting Delay shall be consider an Unexcused Delay.

**10.1.4 Off-Hours Inspections.** Contractor shall request approval by County before arranging any inspections either: (1) before 7:00 am or after 3:00 pm on Monday through Friday, or (2) on any Saturday, Sunday, holiday or any other time when Work is not usually in progress. Such request shall be delivered to County at least two (2) working days in advance of the inspection being performed. Approval or disapproval of such request is in the sole and absolute discretion of County. Except where such off-hours inspections are due to a breach by County of an obligation under the Contract Documents, the additional cost (over and above that which would be required for inspections during regular business hours) to County of the inspection shall be paid for by Contractor at Contractor's Own Expense.

**10.1.5 Access to the Work.** Contractor shall make available for use by County, Inspectors of Record, Architect, County Consultants and others assigned to inspect or observe the Work, any equipment (wheelbarrow, shovel, ladder, man-lift, etc.) that is available or in use on Site, and is required to assist in such inspections or observations.

**10.1.6 Right to Stop Work.** County shall have the right, but not the obligation, to order Contractor to stop performance of Work. Inspectors of Record shall, only if and to the extent permitted by Applicable Laws or if they are given written authority to do so by County, have the authority, but not the obligation, to stop the Work whenever provisions of Contract Documents are not being complied with, or the conduct of the Work poses a probable risk of harm to persons or property.

**10.1.7 No County Duty.** No authority of the County, Inspectors of Record, Architect, County Consultants or others designated by County to inspect the Work that is conferred by the Contract Documents nor any decision made by any of them in good faith either to exercise or not exercise such authority, nor any recommendation by any of them, shall give rise to a duty or responsibility on the part of any of them to Contractor or to the Subcontractors, of any Tier.



**10.1.8 Contractor Responsibility.** Inspections or observations by the County, Inspectors of Record, County Consultants or others shall not in any way relieve Contractor from its sole responsibility for full compliance with all of the terms and conditions of the Contract Documents, nor be construed to lessen, to any degree, Contractor's responsibility for providing efficient and capable superintendence as required herein or for incorporating into the Work only those items of the Work that conform to the Contract Documents.

**10.1.9 Reimbursement to County.** Without limitation to any other provisions of the Contract Documents, Contractor shall reimburse the County at Contractor's Own Expense, or County shall have the right, at its option, to withhold from payments due to Contractor, costs of inspections, observations or testing and other Losses that are incurred for any of the following reasons: (1) Contractor has failed to execute the Work in accordance with the Contract Documents; (2) materials or equipment have been substituted by Contractor, without prior approval by the County and Architect; (3) Defective Work; or (4) to conduct load testing of certain portions of the structure that have not fully met the requirements of the Contract Documents.

## **10.2 SAFETY PRECAUTIONS AND PROGRAMS**

**10.2.1 General Safety Obligation.** Contractor shall, notwithstanding the activities of others (such as, but not limited to, the County, Architect, Inspectors of Record, County Consultants or others designated by County to prepare safety recommendations or inspect or observe the Work), be solely responsible, on a twenty-four (24) hours a Day, seven (7) Days a week basis, for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the preparation, performance, observation or inspection of the Work, including all necessary precautions to protect and safeguard all persons and property from loss, injury, death or damage resulting, directly or indirectly, from the activities of Contractor or the Subcontractors, including, without limitation, all of the following:

- .1** persons in and around the Site, as well as their personal property and vehicles;
- .2** the Work, materials and equipment to be incorporated therein under care, custody or control of Contractor or the Subcontractors, of any Tier, whether in storage on or off the Site, including, without limitation, the provision of temperature control, covering and enclosures necessary to prevent Loss due to adverse weather conditions;
- .3** other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, curbs, roadways, structures (including, without limitation, protection from settlement or loss of lateral support) and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4** construction and operations by the County, Architect and Inspectors of Record.

**10.2.2 Contractor's Safety Program.** Prior to starting the Work, Contractor shall prepare and submit to County a Safety Program, which shall comply with the requirements of the Contract Documents and shall include, at a minimum, guidelines, requirements and procedures for the following: safety management policy; emergency response plan; illness and injury prevention procedures; safety meetings; accident investigation; basic accident causes; safety inspection checklist; fire prevention and control; report forms; and employee safety manual and procedures for achieving compliance with safety requirements of insurers. A copy of the Safety Program shall be maintained on Site at all times and provided to the County upon request. Contractor is solely responsible for monitoring activities at the Site for compliance with the Safety Program and for the enforcement thereof.

**10.2.3 Safety Orders.** Contractor shall comply with all Applicable Laws, including, without limitation, all safety laws, standards, orders, rules, regulations and building codes, to prevent accidents or injury to persons on, about or adjacent to the Site and to provide a safe and healthful place of employment. Contractor shall, at Contractor's Own Expense, correct any violations of Applicable Laws occurring or threatened by conditions on the Site.

**10.2.4 Safety Representative.** Contractor shall designate a responsible member of its organization on the Site, who meets the qualification and competency requirements of Applicable Laws and whose sole duty shall be giving safety instructions, prevention of accidents and overall job site safety (including, without limitation, posting of information and other notices regarding safety that are required under occupational safety and health laws and

compliance with reporting and other occupational safety requirements pertaining to the protection of the life, safety and health of the workers). The name of the person so designated shall be reported to the County by Contractor prior to the commencement of any Work on the Site.

**10.2.5 Protection.** Contractor shall take reasonable precautions to protect the Work and all building materials, equipment, temporary field offices, storage sheds, and other public and private real and personal property that might be affected, directly or indirectly, by Contractor's activities associated with performance of the Work, and shall make good, at Contractor's Own Expense, all Loss due to failure to provide such reasonable precautions.

**10.2.6 Safeguards, Disabled Access.** Contractor shall erect and maintain, as required by existing conditions and performance of the Work, all necessary safeguards for safety and protection, including, without limitation, safety devices, belts, nets, barriers, safety rails, canopies, danger signs, fire protection, no smoking prohibitions, warnings against hazards, safety regulations postings and notifications to owners and users of adjacent sites and utilities, and shall, as required by Applicable Laws, make provision for access for, and provide assistive devices to, persons with disabilities, including, without limitation, providing safe pathways of travel around areas where construction is being performed so that occupants, visitors, the public and others on the Site with disabilities are afforded reasonably direct and barrier-free access to areas of the Site and Existing Improvements.

**10.2.7 Fire, Explosives, Hazardous Substances.** Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards. Explosives may be used or stored only when authorized in writing by the County. Explosives shall be handled, used and stored in accordance with Applicable Laws. When use or storage of explosives or other Hazardous Substances or methods of construction involving use of dangerous materials or equipment are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**10.2.8 First Aid.** Contractor shall maintain emergency first aid treatment for all workers and other persons on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A. §§651 et seq.) and all other Applicable Laws.

**10.2.9 Unsafe Conditions.** Contractor shall immediately correct any condition that exists on the Site, or that County, in its reasonable judgment, determines to exist on the Site, that is unsafe or potentially unsafe to persons or property.

**10.2.10 Responsibility for Loss.** Contractor shall promptly remedy Loss to any property or person caused in whole or in part by the failure of Contractor, the Subcontractors, of any Tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable to fully comply with the requirements of this Article 10, except Loss attributable solely to the negligent acts or omissions of the County, Inspectors of Record, Architect, County Consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable, in whole or in part, to the negligence, willful misconduct or violation of Applicable Laws by Contractor or a Subcontractor, of any Tier, or the failure by Contractor to comply with the Contract Documents. The foregoing obligations of Contractor are in addition to and not a limitation upon Contractor's indemnity obligations under Section 3.18, above.

**10.2.11 Loading, Storage.** Contractor shall be responsible for coordinating the storage and staging of materials and equipment on-Site and off-Site and shall not load or store or permit any part of the Work or the Site to be loaded or stored so as to endanger the safety of persons or risk loss or damage to property.

**10.2.12 Emergency.**

**.1 Contractor Responsibility.** In an emergency involving safety or protection of persons or property, Contractor shall act immediately, either at County's direction or as otherwise necessary under the circumstances, to prevent any Loss. In such cases, Contractor shall immediately notify County, which notice may be oral, followed within twenty-four (24) hours after occurrence of the incident by written confirmation of the occurrence of such emergency and Contractor's action in response thereto.

**.2 County Action.** If, in the sole discretion of County, the condition is immediately threatening life or property, County may, with or without notice to Contractor, take whatever immediate action is necessary to

correct the life-threatening condition, and the costs thereof, including, without limitation, any fees or costs of Architect, Inspectors of Record, County Consultants or others to whom County may be liable, shall be borne by Contractor at the Contractor's Own Expense.

**10.2.13 No County Responsibility.** Nothing set forth in this Section 10.2 or elsewhere in the Contract Documents shall be interpreted as an assumption of any responsibility on the part of County or other persons or entities other than the Contractor and the Subcontractors, to report such conditions to Contractor nor as relieving Contractor of any of its responsibilities under the Contract Documents.

**10.2.14 Separate Contractors.** With respect to work of a Separate Contractor being performed within an area of the Site that is under the responsibility or control of the Contractor, Contractor shall: (1) provide copies of the Safety Program to the Separate Contractors and advise the Separate Contractors of the areas of the Site to which the Safety Program applies and where compliance with the Safety Program is expected; (2) protect the Separate Contractors' work and workers from Loss due to the actions or inactions of Contractor and the Subcontractors; and (3) notify the Separate Contractor and County of any observed violation by the Separate Contractor of the Safety Program or of any violations by the Separate Contractor of Applicable Laws governing safety on the Site. Nothing herein shall be interpreted as relieving the Separate Contractors from their obligations to comply with the Contractor's Safety Program, as excusing any failure by a Separate Contractor from performing its obligations under its contracts with County or Applicable Laws or as obligating Contractor to directly supervise or enforce the obligations of the Separate Contractors to comply with the requirements of the Safety Program or Applicable Laws relating to safety.

### 10.3 HAZARDOUS SUBSTANCES, MOLD

#### 10.3.1 Hazardous Substances.

##### .1 On Site Conditions.

**(1) Existing Conditions.** In the event Contractor or its Subcontractors encounter materials existing or otherwise present at the Site that are reasonably believed to be Hazardous Substances that have not been rendered harmless, Contractor and Subcontractors shall, except in cases where the removal, encapsulation or abatement of such Hazardous Substances is indicated by the Contract Documents to be part of the Work to be performed by Contractor, immediately stop Work in the area affected and report the condition to County in writing. Contractor and Subcontractors shall continue Work in unaffected areas reasonably believed safe. County shall then promptly arrange for the sampling, testing and profiling of such suspected Hazardous Substances to confirm the nature, quantity or concentration thereof. In the event that such suspected Hazardous Substances are determined not to be Hazardous Substances or to be Hazardous Substances but not of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as a hazardous waste upon disturbance and removal, then Contractor and its Subcontractors shall, without any Contract Adjustment, be obligated to resume the portion of the Work that was suspended and shall proceed to handle and dispose of such materials pursuant to the Contract Documents, taking all reasonable precautions that are applicable under the circumstances. If, alternatively, the suspected Hazardous Substances are determined to be Hazardous Substances of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as hazardous waste upon disturbance and removal, the parties shall determine what, if any, action to take with respect to such Hazardous Substances, whether to resume Work with respect to such Hazardous Substances, taking all reasonable precautions that are applicable under the circumstances, and what, if any, Contract Adjustment is appropriate and mutually agreed in order to account for any increased cost of, or Delay in connection with, handling or disposal of Hazardous Substances not already contemplated and provided for in the Contract Documents.

**(2) Contractor Release.** Contractor and its Subcontractors shall not cause the discharge, release, emission, spill, storage, treatment or disposal of any Hazardous Substance on or adjacent to the Site, except as required and permitted by the Contract Documents and Applicable Laws in connection with Contractor's performance of an obligation to remove Hazardous Substances as part of the Work agreed to be performed under the Contract Documents or as otherwise required under the provisions of this Subparagraph 10.3.1.1. Should Contractor or its Subcontractors discharge, release, emit, spill, treat, store or dispose of any Hazardous Substance on the Site in violation of the foregoing obligation or otherwise in violation of Applicable Laws, Contractor shall at Contractor's Own Expense and without limitation to County's other rights or remedies for default immediately (a) inform County in writing of such event, (b) advise County with respect to any release reporting or

notification requirement that may apply as a result of such event, (c) assist County in complying with any such reporting or notification requirement as determined by County, and (d) perform any investigation, remediation, removal or other response that is necessary or desirable in order to abate or clean up the condition resulting from such event to the full satisfaction of County and any applicable Governmental Authority. Such Hazardous Substances shall be removed and properly disposed of as soon as they can be accepted at an appropriate disposal facility, and in no event later than sixty (60) Days after such waste is generated, unless a longer time is approved by County.

## **.2 Remediation by Contractor.**

(1) **Application.** The provisions of this Paragraph 10.3.1.2 shall apply only if the Work to be performed by Contractor includes within its scope the removal, abatement, moving, handling, containment, disposal or transport of Hazardous Substances

(2) **Advance Submissions to County.** Before Contractor or any of its Subcontractors moves, removes, or transports Hazardous Substances to a facility for the receipt, treatment, storage or disposal of the Hazardous Substances ("Hazardous Substances Facility"), Contractor shall cause the person or entity who will be moving, removing or transporting the Hazardous Substances to provide to County the following: (a) verification of the Hazardous Substance Facility's or other transporter's licensed status to haul such materials; (b) verification of the Hazardous Substance Facility's licensed status, including a current permit to receive the specific materials to be transported there; (c) certification that the Hazardous Substance Facility is not under enforcement action by the U.S. Environmental Protection Agency ("EPA") or applicable State Governmental Authority or listed on any applicable EPA or applicable State Government Authority list of violating facilities; (d) verification of the Hazardous Substances Facility's EPA Identification Number (if applicable); and (e) original executed letter(s) of indemnity from the Hazardous Substances Facility bearing the Hazardous Substance Facility's letterhead. Contractor further warrants that the selected Hazardous Substance Facility is appropriately licensed and permitted to store, treat and dispose of Hazardous Substances waste in connection with the Work.

(3) **Contractor Responsibility.** Contractor warrants that it is aware of and understands the hazards which are presented to persons, property and the environment in performance of the transportation, storage and disposal of the Hazardous Substances described in the Contract Documents. Contractor and its Subcontractors and agents shall be responsible for the following: (a) processing the application for, and receiving on behalf of the County or appropriate entity, an EPA or state-equivalent generator identification number (if required); (b) preparing manifests and other shipping documents; (c) making all necessary arrangements (after consultation with County) for any off-Site transportation, treatment, storage and disposal of such Hazardous Substances in accordance with Applicable Laws; (d) ensuring the proper and lawful transportation and disposal of such Hazardous Substances, even if such services are performed by other entities under contract with Contractor or its Subcontractors; and (e) taking any necessary actions to ensure such proper transport and disposal in the event of any contingency, such as the rejection of the Hazardous Substances as nonconforming by any waste disposal facility. Contractor shall promptly provide to County copies of all manifests and other shipping documents confirming the receipt and proper disposal of all Hazardous Substances at the Hazardous Substances Facility, even if such services are performed by other entities under contract with Contractor or its Subcontractors.

(4) **Reporting Requirements.** Contractor shall comply with any Hazardous Substances release reporting requirements to Governmental Authorities directly applicable to Contractor. Notice of such reporting must be provided in advance to County or concurrently in the event of an emergency.

(5) **Samples.** Contractor and its Subcontractors shall retain all media samples for the longer of (a) the longest holding period specified in any federal, state or local laboratory analytical procedures or guidance for the analyses performed; or (b) three months for soil samples and thirty (30) Days for water samples. Further storage or transfer of samples will be made at County's expense upon County's written request of Contractor. Contractor shall require by contract that each and every Subcontractor and agent of Contractor or a Subcontractor who performs testing of samples in connection with the Work properly disposes of such samples in accordance with Applicable Laws after completion of testing and notice to County. Regarding any such samples which may remain on-Site, provided County has approved of such on-Site storage in advance, County agrees to pay all costs associated with the storage, transport, and disposal of such samples.

(6) **Verification.** Upon Final Completion of the Work, Contractor shall confirm to County in writing that: (a) all Hazardous Substances specified for removal in the Contract Documents have been removed; and (b) all Hazardous Substances wastes removed from the Site as part of the Work have been disposed of in accordance with this Subparagraph 10.3.1.2 and Applicable Laws in a Hazardous Substances Facility.

10.3.2 **Mold.** Contractor is responsible to immediately notify County in writing if any conditions in the construction materials incorporated or to be incorporated into the Work or present in Existing Improvements are encountered at the Site that Contractor or any Subcontractor knows or, in the exercise of due care of a Contractor and not that of a consultant with special or technical expertise in the subject of Mold, should know indicate the presence of Mold or if untreated are likely to result in the growth of Mold. Contractor shall thereafter take such precautions as are reasonably required to prevent the exposure of persons to such conditions until they have been evaluated. Except as otherwise authorized by the Contract Documents or as are usual and customary according to prevailing standards of the construction industry in the vicinity of the Project, Contractor shall not allow water or moisture to come into contact with materials in Existing Improvements or with materials located at the Site that are incorporated or to be incorporated into the Work and if such contact occurs, the areas affected shall be inspected by Contractor, using appropriate consultants experienced in testing and evaluating Mold, for the presence of Mold and evaluated for the potential of future growth of Mold. All portions thereof that are found to indicate the presence of Mold, or that are found to be in a condition that has the potential for becoming a source of Mold, shall be removed and replaced. Costs incurred by Contractor due to its failure to perform its obligation under this Paragraph 10.3.2 shall be borne by Contractor at Contractor's Own Expense.

10.3.3 **Release of County.** Contractor assumes the risk that its employees or the employees of its Subcontractors, and other persons that they cause or permit to be present on the Site, may be exposed to known or unknown Hazardous Substances or Mold. Under no circumstances shall County be liable for, and Contractor hereby fully and unconditionally releases County and the other Indemnitees from, and agrees to defend and indemnify County and the other Indemnitees on the terms set forth in Section 3.18, above, against, any and all known and unknown Losses resulting from or relating to the exposure of any employee of Contractor or its Subcontractors, or other person that they cause or permit to be present on the Site, to: (1) Hazardous Substances or Mold encountered in connection with or as a result of the performance of the Work, or (2) Hazardous Substances or Mold not necessarily encountered in connection with the performance of the Work, but to which any of them may nevertheless be exposed as a result of their being present on the Site.

10.3.4 **Communications with Governmental Authorities.** Contractor shall provide to County copies of all written communications with Governmental Authorities or others relating to Hazardous Substances or Mold (other than privileged communications); provided, however, that non-disclosure of privileged communications shall not limit Contractor's obligation to otherwise comply with the terms of the Contract Documents, including, without limitation, this Section 10.3.

10.3.5 **Subcontractors.** Contractor shall include provisions in all contracts it enters into with Subcontractors for the Work requiring them to assume toward Contractor and County the same obligations that Contractor assumes toward County under this Section 10.3. Contractor shall require the Subcontractors to ensure that such provisions are included in all contracts they enter into with all lower-Tier Subcontractors.

## ARTICLE 11 INSURANCE

### 11.1 INSURANCE

11.1.1 **Contractor's Insurance Requirements.** Without limiting or diminishing any of the Contractor's obligations to defend, indemnify or hold the County harmless as set forth elsewhere in the Contract Documents, Contractor shall procure and maintain or cause to be maintained throughout the performance of the Work and for the duration of any guarantee or warranty provided under the Contract Documents, at Contractor's Own Expense, the following insurance coverages:

.1 **Workers' Compensation.** If the Contractor has "employees", as defined by the State of California, the Contractor shall provide a policy of statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Such policy shall include Employers' Liability (Coverage B) including

Occupational Disease with limits not less than \$1,000,000 per person per accident. Such policy shall be endorsed to waive subrogation in favor of the County and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement. Pursuant to §3700 of the California Labor Code, Contractor shall file with the County before commencing the Work the following signed certification:

*"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 shall comply with such provisions before commencing the performance of the Work of this Construction Contract."*

**.2 Commercial General Liability.** Contractor shall provide a policy of Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Such policy shall name the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds. Such policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such policy contains a general aggregate limit, it shall apply separately to the Construction Contract or be no less than two (2) times the occurrence limit.

**.3 Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the Work or other obligations under the Contract Documents, then Contractor shall provide a policy of liability insurance coverage for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such policy contains a general aggregate limit, it shall apply separately to the Construction Contract or be no less than two (2) times the occurrence limit. Such policy shall name the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds.

**.4 Property (Physical Damage).** Contractor shall provide a policy of all-risk property insurance coverage for the full replacement value of all Contractor's equipment, improvements/alterations, temporary structures, and systems, including without limitation, items owned by others in the Contractor's care, custody or control, used on the Site or other County-owned property, or used in any way connected with the performance of the Work.

**.5 Builder's All Risk (Course of Construction) Insurance.** The Bid Form utilized by Contractor to prepare its Bid states whether the Contractor shall include Builder's All Risk (Course of Construction) Insurance for the Project. If the Bid Form states that such insurance shall be included by the Bidder in its Bid, then Contractor shall provide a policy of Builder's All Risk (Course of Construction) insurance coverage including (if the Work is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the County, Contractor and every Subcontractor, of every Tier, for the entire Project, including property to be used in the construction of the Work while such property is at off-Site storage locations or while in transit or temporary off-Site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Contractor or others, evidence of such separate coverage shall be provided to County prior to the start of the Work. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-Site offices, etc.), fixtures, machinery and equipment being installed as part of the Work. Contractor shall be responsible for any and all deductibles under such policy. Upon request by County, Contractor shall declare all terms, conditions, coverages and limits of such policy. NOTWITHSTANDING THE FOREGOING, COUNTY RETAINS THE RIGHT EXERCISED AT ANY TIME PRIOR TO AWARD TO ELECT TO USE ITS OWN BUILDER'S ALL RISK (COURSE OF CONSTRUCTION) INSURANCE and in the event County so elects to deduct the price for such insurance that is stated in Contractor's Bid, or if not so stated the amount included by Contractor for such insurance in the preparation of the Contractor's Bid, from the Contract Price by means of a Contract Adjustment

pursuant to Change Order or Unilateral Change Order. If the County so provides the All Risk (Course of Construction) insurance for the Project, then Contractor shall assume the cost of any and all applicable policy deductibles (currently, \$50,000 per occurrence) and shall insure its own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

**11.1.2 Other Mandatory Insurance Requirements.** The Contractor shall comply with the following requirements, which shall be deemed applicable to all carriers and insurance policies provided pursuant to Paragraph 11.1.1, above:

**.1 Insurer Rating.** Any and all insurance carrier(s) providing insurance coverage under any and all policy(ies) of insurance provided by Contractor pursuant to Paragraph 11.1.1, above, shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) (unless such requirements are waived in writing by the County Risk Manager, and if the County's Risk Manager waives such requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term);

**.2 Self Insured Retentions.** Contractor shall advise County in writing the dollar amount of any "self insured retention" maintained by the Contractor that exceeds \$500,000 per occurrence. Each such self insured retention must have the prior written consent of the County Risk Manager before the commencement of any Work or operations or activities relating to the Work. If Contractor is notified that a self insured retention is unacceptable to the County, then at the election of the County, exercised in the County's sole and absolute discretion, by means of the written approval of the County's Risk Manager, the insurance carriers affected shall either: (1) reduce or eliminate such self-insured retention as respects the Construction Contract; or (2) procure a bond, satisfactory to County and approved by County in writing, which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

**.3 Evidence of Insurance.** Contractor shall cause Contractor's insurance carrier(s) to furnish to the County either: (1) properly executed original certificate(s) of insurance and certified original copy(ies) of endorsement(s) effecting the coverage(s) required by this Section 11.1, or (2) if requested to do so orally or in writing by the County Risk Manager, provide original, certified copy(ies) of policy(ies) including all endorsement(s) and all attachment(s) thereto, showing such insurance is in full force and effect. Such certificate(s) and all policies of insurance provided by Contractor pursuant to this Section 11.1 shall contain the covenant of the insurance carrier(s) that thirty (30) Days' written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. Each certificate of insurance and endorsement shall be signed by an individual expressly authorized by the insurance carrier to do so on the carrier's behalf. Contractor shall, if requested, provide written proof of such authorization. ***Contractor shall not commence any Work or any activities or operations related to the performance of the Work unless and until Contractor has complied with all of the requirements of this Section 11.1.***

**.4 Modification, Cancellation, Changes in Limits.** A material modification, cancellation, expiration, or reduction in coverage, shall constitute an Event of Contractor Default for which County shall have right, without limitation to its other rights or remedies provided for in the Contract Documents or under Applicable Laws, to terminate this Construction Contract. Such Event of Contractor Default may only be deemed cured if the County receives, prior to the effective date of such material modification, cancellation, expiration or reduction in coverage, properly executed original certificate(s) of insurance and original, certified copy(ies) of policy(ies) and endorsement(s), including all attachment(s) thereto, evidencing that the coverage(s) required by this Section 11.1 is(are) and will continue, without any gap in coverage, in full force and effect in accordance with all of the requirements of this Section 11.1

**.5 Primary Coverage.** It is understood and agreed to by County and Contractor that the Contractor's insurance coverage(s) provided under this Section 11.1 shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

**.6 Additional Coverages.** County reserves the right to modify, adjust, add to and/or increase the types, amounts and terms of any insurance required under this Section 11.1 if the County Risk Manager determines, in the exercise of his/her sole and absolute discretion, that the type, amount or terms of the insurance required by this Section 11.1 has(have) become inadequate or that additional risk or exposure exists (such as, without

limitation, the use of aircraft, watercraft, cranes, etc.) due to: (1) a Change in the Work; (2) the period of time of Contractor's actual performance of the Work continuing for longer than five (5) years from the Date of Commencement, whether due to Contract Adjustment or for any for any other reason; or (3) other circumstances not reasonably foreseeable to County.

**.7 Subcontractors.** Contractor shall include provisions in its subcontracts requiring each Subcontractor to assume an obligation toward Contractor to furnish insurance that complies with all of the requirements of this Section 11.1 as apply to Contractor's insurance provided to Owner and requiring such Subcontractors to furthermore include provisions in their contracts with lower-Tier Subcontractors likewise requiring such lower Tier Subcontractors assume the same obligations for providing such insurance and for passing through all such obligations to all lower Tier Subcontractors.

**.8 Self-Insurance.** If approved by County, in the exercise of its sole and absolute discretion, the insurance requirements contained in this Section 11.1 may be met with a program(s) of self-insurance provided that such program has been submitted to County and approved in writing by County prior to commencement of the Work or of any activity or operation related to the performance of the Work.

**.9 Notice of Claim.** Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Work.

**ARTICLE 12  
BONDS**

**12.1 PERFORMANCE BOND AND PAYMENT BOND**

**12.1.1 Performance and Payment Bonds.** Within ten (10) Days after the issuance of the Notice of Intent to Award and prior to commencing Work, Contractor shall deliver to County a good and sufficient labor and materials payment bond ("Payment Bond") and a good and sufficient performance bond ("Performance Bond"), each in the amount of one hundred percent (100%) of the Contract Price.

**12.1.2 Changes.** The penal amounts of the Performance Bond and Payment Bond shall be increased on account of Change Orders and Unilateral Change Orders increasing the Contract Price. If requested by County, Contractor shall deliver to County evidence of such increases.

**12.1.3 Replacement.** Should any bond required hereunder or any Surety on such bond become or be determined by County to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of this Section 12.1.

**12.1.4 Duration.** The Payment Bond shall remain in effect until Acceptance of the Work and all Claims of Contractor and the Subcontractors, of any Tier, have been fully and finally resolved. The Performance Bond shall remain in effect and assure faithful performance of all Contractor's obligations under the Contract Documents, including, without limitation, all warranty obligations.

**12.1.5 Condition of Payment.** No payments to Contractor for Work performed shall be made or due until there has been full compliance with the requirements of this Section 12.1.

**12.1.6 Surety Rating.** Any Surety company issuing the Payment Bond or Performance Bond shall be, at all times while such bond is in effect, an Admitted Surety. The Surety company issuing the Performance Bond shall additionally have at all such times a current A.M. Best rating of A VIII (A:8) or better.

**12.1.7 Premiums.** The premiums for the Performance Bond and Payment Bond are included in the Contract Price and shall be paid by Contractor at Contractor's Own Expense.

**12.1.8 Obligee.** The Performance Bond shall name County as obligee. All performance bonds, if any, purchased by Subcontractors shall name County as a dual obligee with Contractor.



12.1.9 **No Exoneration.** The Performance Bond and Payment Bond shall contain provisions to the effect that Changes, Change Orders, Unilateral Change Orders, Construction Change Directives, Modifications, Changes and Contract Adjustments shall in no way release or exonerate Contractor or its Surety from their obligations and that notice thereof is waived by the Surety.

12.1.10 **Communications.** County shall have the right to communicate with Surety with respect to matters that are related to performance of the Work. Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create or be interpreted as creating any contractual obligation of County to Surety.

12.1.11 **No Limitation.** The requirements of this Section 12.1 pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations Contractor may have under Applicable Laws to provide bonding for the benefit of, and to assure payment to the Subcontractors performing the Work for, the Project.

12.1.12 **Subcontractor Bonds.** Each performance bond, if any, furnished by a first-Tier Subcontractor shall include a provision whereby the Surety consents to the contingent assignment of Contractor's rights under such bond to County as provided in Section 5.3, above.

12.1.13 **Claims.** By incorporation of the Construction Contract into the Performance Bond issued by Surety, Surety shall be deemed, subject to the other terms of the Performance Bond, to be bound by all of the obligations assumed by Contractor under the Contract Documents, including, without limitation, bound by any determination, resolution, award or judgment entered or made upon any Claim by or against Contractor.

## ARTICLE 13 UNCOVERING AND CORRECTION OF THE WORK

### 13.1 UNCOVERING OF THE WORK

If a portion of the Work is covered contrary to the request or direction of County, Inspector of Record or Architect, or contrary to the requirements of the Contract Documents, it must, if required by the any of them, be uncovered for observation and be re-covered by Contractor at Contractor's Own Expense.

### 13.2 CORRECTION OF THE WORK

Contractor shall promptly correct Defective Work, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. All such Defective Work shall be either: (1) replaced and all the Work disturbed thereby made good by Contractor at Contractor's Own Expense; or (2) County may exercise its option pursuant to Section 13.4, below, to accept such Work and adjust the Contract Price.

### 13.3 GUARANTEE TO REPAIR PERIOD

13.3.1 **Guarantee To Repair Period.** Besides guarantees and warranties required elsewhere in the Contract Documents, Contractor guarantees the Work as provided hereinbelow. The period of this guarantee, termed the "Guarantee To Repair Period," is for one (1) year commencing as follows:

.1 for any portion of the Work that, upon Substantial Completion of the overall Work, is fully and finally complete and usable in all respects independent of other portions of the Work that are not fully and finally complete, on the date of Substantial Completion of such portion of the Work;

.2 for space beneficially occupied or for separate systems fully utilized prior to Substantial Completion, from the first date of such beneficial occupancy or full utilization, as established by an appropriate written notice by County of intent to take beneficial occupancy; or

.3 for all Work other than that described in Subparagraph 13.3.1.1, above or Subparagraph 13.3.1.2, above, from the date of Final Completion of the Work.

**13.3.2 Repair by Contractor.** Subject to the provisions of Paragraph 13.3.3, below, Contractor shall do the following: (1) correct, repair, replace, remove and restore, to the County's satisfaction, any Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period; (2) correct, repair, replace, remove and restore, to the County's satisfaction, any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work; and (3) remove from the Site all the Work identified by the County as Defective Work, whether incorporated or not and whether discovered before or after Substantial or Final Completion. Ordinary wear and tear, abuse, or neglect by County or by County employees, its staff, visitors, public or others (except for those under the control or responsibility of Contractor or its Subcontractors) who are authorized or admitted by County to enter, use or occupy the Work, or who enter, use or occupy the Work after Final Completion, are excepted from the foregoing guarantee. All Losses resulting from Defective Work, including, without limitation, all costs of such correction, repair, replacement, removal and restoration, additional testing, inspection and additional service fees and costs of the Inspector of Record, Architect, County Consultants or others whose services may be made necessary thereby as well as any Loss to any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction, repair, replacement, removal or restoration of Defective Work, shall be paid for by Contractor at Contractor's Own Expense. Contractor shall correct, repair, replace, remove and restore Defective Work at such times as are acceptable to the County and in such a manner as to avoid, to the greatest extent practicable, disruption to the activities of the County, its staff, visitors, the public or others. Contractor shall notify the County in writing upon the completion of such correction, repair, replacement, removal and restoration.

**13.3.3 Notice by County.** Except as otherwise provided in this Paragraph 13.3.3 where immediate corrections are needed due to dangerous conditions or risk of imminent Loss or interruption of County operations, the County will give notice to Contractor of Defective Work observed prior to Final Completion in accordance with the provision of Section 15.1, below, governing the occurrence of an Event of Contractor Default and the Contractor shall proceed to cure such Event of Contractor Default in accordance with the requirements of Section 15.1, below, and Paragraph 13.3.2, above. With respect to Defective Work observed after Final Completion, the County will give notice to Contractor with reasonable promptness and Contractor shall commence the correction, repair, replacement, removal and restoration as required by Paragraph 13.3.2, above, no later than ten (10) Days after mailing of such notice to Contractor and Contractor shall thereupon diligently and continuously prosecute such correction, replacement, repair, or restoration to completion. Notwithstanding the foregoing, if in the County's opinion the presence of Defective Work, whether observed prior to Final Completion or after Final Completion and during the Guarantee To Repair Period, poses a risk or threat: (1) to life, safety or the protection of property; (2) of imminent Loss to the County or to any other person or entity; or (3) of causing an interruption in the operations of the County, then County will have the right, in the exercise of its sole and absolute discretion, to proceed with correction or replacement of the Defective Work without prior notice to Contractor, but in such cases will attempt to notify Contractor as soon as possible of the conditions encountered and the action taken by County. Such action by County without prior notice to Contractor shall not relieve Contractor of its responsibility for the costs of such County action or for any Loss occasioned by the Defective Work or necessitated by the County's action, whether such Loss occurs before or after such County action is implemented or completed.

**13.3.4 Correction by County.** If Contractor fails to perform any of its obligations under Paragraph 13.3.2, above, to correct, repair, replace, remove or restore then County, or Separate Contractors under the County's direction, may, notwithstanding any other provisions of this Article 13, proceed to do so and all costs associated therewith (including, without limitation, the cost to store any materials removed) shall be the responsibility of and paid by Contractor at Contractor's Own Expense. Such action by County will not relieve Contractor of the guarantees provided in this Article 13 or elsewhere in the Contract Documents. In addition to Contractor's other obligations under Paragraph 13.3.2, above, Contractor shall correct, repair, replace, remove and restore, to the County's satisfaction and at Contractor's Own Expense any other parts of the Work and any other real or personal property that are damaged or destroyed as a result of such actions by County or the Separate Contractors.

**13.3.5 Sale.** If Contractor does not pay the costs of, or any of the Losses associated with, the correction, repair, replacement, removal or restoration required by the provisions of Paragraph 13.3.2 through Paragraph 13.3.4, above, then within five (5) Days after notice by the County, County may sell any materials or other items of Work removed at auction or at private sale or otherwise dispose of such materials or items and shall account for the net proceeds thereof, after deducting all such costs and Losses, and all costs of sale. If such net proceeds of sale do not cover the Losses for which Contractor is liable to the County, the County may at its option reduce the Contract Price or any payments due to Contractor by such deficiency or recover such deficiency from Contractor.

13.3.6 **No Limitation.** Contractor's obligations under this Article 13 are in addition to, and not in limitation of, its warranty obligations under Section 3.5, above, and any other obligation, guaranty or warranty of Contractor or any other third party under the Contract Documents. Nothing contained in this Article 13 shall be construed to shorten any periods of limitation with respect to other obligations of Contractor under the Contract Documents that are for longer specified periods. Establishment of the Guarantee To Repair Period in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

#### 13.4 **ACCEPTANCE OF NONCONFORMING WORK**

Notwithstanding any other provisions of the Contract Documents to the contrary, the County shall have the option, exercised in its sole and absolute discretion after notice to Contractor, in lieu of requiring that Defective Work be remedied or corrected, to reduce the Contract Price to reflect the reduced value of the performance received by County. Such option shall be exercised solely by written notice to Contractor and shall not be implied from any act or omission by County. If there are no remaining payments of the Contract Price to be made to Contractor, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Price, Contractor shall promptly pay to County the amount of any such deficiency.

### **ARTICLE 14 MISCELLANEOUS PROVISIONS**

#### 14.1 **GOVERNING LAW**

The interpretation and enforcement of the Construction Contract and other Contract Documents and of the performance by the parties thereunder shall, notwithstanding application of the principles of conflicts of laws, be governed by the laws of the State of California. The Superior Court for the County of Riverside shall have exclusive jurisdiction and venue over any legal proceedings arising out of or involving the interpretation or enforcement of, or other matters relating to, the Construction Contract, the other Contract Documents or the performance of the parties thereunder.

#### 14.2 **TIME OF ESSENCE**

All time limits stated in the Contract Documents relative to Contractor's performance of its obligations under the Contract Documents are of the essence.

#### 14.3 **SUCCESSORS AND ASSIGNS**

The Construction Contract and other Contract Documents shall be binding on successors, assigns and legal representatives of County and Contractor, respectively. Contractor shall not assign, sublet or transfer an interest in or claim under this Construction Contract without advance written approval of County, which approval may be granted or withheld by County in its sole and absolute discretion, and any assignment, subletting or transfer without written approval by County shall be deemed void from its inception. Any assignment, subletting or transfer, whether or not approved by County, will not release Contractor from any of its obligations under the Contract Documents to County. County shall have the right to assign, sublet or transfer its interest in or any claim under the Construction Contract upon written notice to Contractor.

#### 14.4 **WRITTEN NOTICE**

Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall be deemed to have been duly served if served in the following manner, and in accordance with Civil Code §8100 et seq.:

14.4.1 **Notice to County.** If notice is given to County: (1) by personal delivery thereof to County; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to County at Economic Development Agency, Riverside Centre, 3403 Tenth Street, 4th Floor, Riverside, CA 92501, and to such other address as set forth in the Bidding Documents as the location for submission of Bids and sent by registered or certified mail with postage

prepaid, or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

**14.4.2 Notice to Contractor.** If notice is given to Contractor: (1) by personal delivery thereof to Contractor; or (2) by depositing same in United States mails, enclosed in a sealed envelope addressed to Contractor at its address stated in the Construction Contract, or if none is so stated at the address on the records of the Contractor's State License Board and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

**14.4.3 Notice to Claimant.** If notice is given to a claimant as defined in Civil Code §8004: (1) by personal delivery thereof to claimant; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to claimant at its address stated in: a preliminary notice, stop payment notice, or claim against a payment bond; or on the records of the Contractor's State License Board; and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in code of Civil Procedure §415.20.

**14.4.4 Notice to Surety.** If notice is given to the Surety: (1) by personal delivery to the Surety; or (2) by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond, or if none is shown, the address on the records of the Department of Insurance, and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

#### **14.5 RIGHTS AND REMEDIES**

**14.5.1 County Rights.** Rights and remedies available to the County under the Contract Documents are in addition to and not a limitation of County's rights and remedies otherwise available under other provisions of the Contract Documents or Applicable Laws.

**14.5.2 Writing Required.** Provisions of the Contract Documents may be waived by County only in writing signed by the Director stating expressly that it is intended as a waiver of specified provisions of the Contract Documents.

**14.5.3 Subsequent Breach.** A waiver by either party of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein whether of the same or a different character.

#### **14.6 NO NUISANCE**

Contractor shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Work.

#### **14.7 EXTENT OF AGREEMENT**

The Contract Documents represent the full and complete understanding of every kind or nature between the parties and all preliminary negotiations and prior representations, proposals and contracts, of whatever kind or nature, are merged herein and superseded hereby. No verbal agreement or implied covenant shall be held to vary the provisions of the Contract Documents. Any modification of this Construction Contract or the other Contract Documents will be effective only by written instrument signed by both County and Contractor and shall, if required by Applicable Laws, be formally approved or ratified by the Board of Supervisors.

#### **14.8 NO THIRD-PARTY RIGHTS**

Nothing contained in the Construction Contract or the other Contract Documents is intended to make any person or entity who is not a signatory to this Construction Contract a third-party beneficiary of any right of Contractor (including,

without limitation, any right of Contractor to a benefit derived from, or to the enforcement of, an obligation assumed by County) that is expressly or impliedly created by the terms of the Contract Documents or by operation of Applicable Laws.

#### 14.9 SEVERABILITY

Should any part, term, portion or provision of the Construction Contract or the other Contract Documents, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to any other party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

#### 14.10 PROVISIONS REQUIRED BY APPLICABLE LAWS

Each and every provision of law and clause required by Applicable Laws to be inserted in the Construction Contract or other Contract Documents shall be deemed to be inserted in the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or if inserted and requires correction, then upon request of either party these General Conditions shall forthwith be amended by the parties to the Construction Contract to make such insertion or correction.

#### 14.11 SURVIVAL

All provisions of the Contract Documents that either expressly, or by their nature, require performance or assumption by Contractor of an obligation that extends beyond termination of the Construction Contract or Final Completion of the Work, including, without limitation, Contractor's obligations of, or relating to, indemnification, insurance, ownership of documents, retention and audit of books and records, warranties and guaranties and resolution of Claims shall be deemed to survive either termination of the Construction Contract or Final Completion of the Work.

#### 14.12 FEDERAL GRANTS

In the event of a federal grant or other federal financing participation in the funding of the Project, Contractor shall, as required in connection with, or as a condition to, such federal grant or other federal financing participation, permit access to and grant the right to examine its books covering its services performed and expenses incurred under the Construction Contract or other Contract Documents by the federal agency and comply with all applicable federal agency requirements including, without limitation, those pertaining to work hours, overtime compensation, non-discrimination, and contingent fees.

#### 14.13 PROHIBITED INTERESTS

Contractor agrees not to accept any employment or representation which will, or is likely to, make Contractor "financially interested" (as provided in California Government Code §§1090 and 87100, hereinafter "financially interested") in any decision made by County on any matter in connection with which Contractor has been retained in connection with the Project. Without limitation to the foregoing, transactions and interests prohibited by this Section 14.13 include the following: (1) no official or employee of County who is authorized in such capacity and on behalf of County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly financially interested in the performance of the Construction Contract or in any part thereof; (2) no officer, employee, architect, attorney, engineer or inspector of or for County who is authorized in such capacity and on behalf of County to exercise any executive, supervisory or other similar functions in connection with Construction Contract or in any part thereof; and (3) Contractor shall receive no compensation hereunder, and shall repay County for any compensation received by Contractor hereunder, should Contractor or any of the Subcontractors aid, abet or knowingly participate in violation of this Section 14.13.

#### 14.14 ASSIGNMENT OF ANTI-TRUST ACTIONS

California Public Contract Code §7103.5(b), which is hereby incorporated by this reference, provides:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, contractor or the 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 the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgement by the parties."

Contractor for itself and all the Subcontractors agrees to assign to County all rights, title and interest in and to all such causes of action Contractor and all the Subcontractors may have in connection with purchases related to or under the Contract Documents. This assignment shall become effective at the time County tenders Final Payment to Contractor, and Contractor shall require assignments from all the Subcontractors to comply herewith.

#### 14.15 NO WAIVER

County's approval, acceptance, use or payment for any or part of Contractor's performance of the Work shall not in any way alter Contractor's obligations, or waive any of County's rights, under Contract Documents.

#### 14.16 CONSENT TO PHOTOGRAPHING

Contractor is advised that County intends, from time to time, to take photographs, videotapes and/or motion pictures of the Work, and workers located on the Site and proximate settings. Contractor consents to the use of Contractor's name and likeness in instructional or training uses, news releases, advertising and/or publicity throughout the world in perpetuity, in all media now known or hereafter invented. Contractor shall include in its contracts with its Subcontractors a consent by the Subcontractor to the use of Subcontractor's name and the likenesses of its employees on the same terms as provided for herein applicable to such consent by Contractor.

### ARTICLE 15 DEFAULT, TERMINATION AND SUSPENSION

#### 15.1 COUNTY REMEDIES FOR DEFAULT

15.1.1 **Event of Default.** Each and any of the following shall be considered an Event of Contractor Default:

- .1 Contractor files a petition, or has filed against it a petition, for bankruptcy or is adjudged bankrupt;
- .2 Contractor makes a general assignment for the benefit of its creditors;
- .3 a receiver is appointed on account of Contractor's insolvency;
- .4 Contractor defaults, by failing or refusing to perform any obligation set forth in the Construction Contract, General Conditions or elsewhere in the Contract Documents (including, without limitation, the performance or installation of Defective Work) and thereafter: (1) fails to commence to cure such default within two (2) working days after receipt of written notice of default; (2) if the default can be cured within three (3) Days, Contractor fails or refuses after commencing to cure in accordance with Clause (1) hereof to fully cure such default within three (3) Days after receipt of written notice of default; or (3) if the default cannot be fully cured within three (3) Days, Contractor fails after commencing to cure in accordance with Clause (1) hereof to diligently and continuously prosecute and fully cure such default within ten (10) Days after receipt of such written notice;
- .5 Contractor fails or refuses to perform an obligation set forth in the Construction Contract, General Conditions or other Contract Documents that either (1) cannot be cured, or (2) cannot be cured within the 10-Day cure period set forth in Subparagraph 15.1.1.4, above;

.6 a breach of any other agreement between County and Contractor as provided in Paragraph 15.1.9, below; or

.7 if Contractor was previously prequalified as a condition for its bidding the Project pursuant to a Prequalification conducted by County, Contractor's prequalification status has been revoked or cancelled due to any of the following: (1) receipt by County of new information indicating that a statement made in Contractor's Prequalification Submittal (as defined in the Prequalification Documents) was false or misleading; (2) ownership of 50% of more of the stock or assets Contractor has changed; (3) if Contractor is a Project Joint Venture, its Principal Managing Partner (as those terms are defined in the Prequalification Documents) has ceased to function, or fully function, in the capacity of a Principal Managing Partner; or (4) Contractor has failed to comply with the requirements of the Prequalification Documents pertaining to minimum safety Prequalification requirements for Subcontractors.

**15.1.2 County's Remedies.** Without limitation to the County's other rights or remedies under the Contract Documents or Applicable Laws, if there is an Event of Contractor Default, County shall have the right to exercise any one or more of the following remedies:

**.1 Take Over Work.** County may, without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the taken-over or non-taken-over Work), take over and perform, or engage others to perform, all or a portion of the Work.

**.2 Suspend Work.** County may, without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the suspended or non-suspended Work), suspend Contractor's performance of all or a portion of the Work for as long a period of time as the County determines, in its sole discretion, is appropriate.

**.3 Termination.** County may, without incurring any additional liability or responsibility to Contractor, terminate the Construction Contract, the Work or any portion thereof.

**.4 Surety.** If there is an Event of Contractor Default pursuant to any of Subparagraphs 15.1.1.1 through 15.1.1.5, above, County may, with or without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor or Surety (including, without limitation, any obligation to agree to a Contract Adjustment), exercise its rights under the Performance Bond furnished by Contractor by giving Surety ten (10) Days' written notice of demand to perform; provided, however, that if the Surety fails, within seven (7) Days after receipt by Surety of written demand, to deliver to the County written notice of its unconditional intention to perform or does not commence performance of the Work within ten (10) Days from receipt of such notice of demand, the County may, at Contractor's Own Expense and/or the expense of the Surety, and with or without terminating the Construction Contract, proceed to complete the Work by any other means County deems expedient. By executing its Performance Bond incorporating the terms of the Construction Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 15.1.2 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond. Neither delivery by Surety of such written notice of unconditional intention to perform nor its timely performance of the Work in accordance with the terms of the Contract Documents and Performance Bond shall constitute waiver by Surety of any rights it may have under the Performance Bond and Applicable Laws to limit its liability to the penal amount of the Performance Bond.

**15.1.3 Contractor Tools, Equipment.** Upon County's exercise of one or more of its remedies following an Event of Contractor Default, County shall have the right, but not the obligation, to perform or complete all or any portion of the Work using any means that County may deem expedient, including, without limitation, taking possession and utilization of any or all of the materials, equipment, appliances, tools, plant and other property not owned by Contractor that are on the Site for County's use in performing the Work.

**15.1.4 Contractor Obligations.** Upon exercise by County of its remedies following an Event of Contractor Default, Contractor shall, unless County directs in writing otherwise, do the following:

**.1** immediately discontinue performance of the Work to the extent specified in writing by County;

.2 remove no materials, equipment or tools (other than those owned by Contractor and not necessary for performance of a portion of the Work not terminated or discontinued) from the Site unless directed to do so by County and take all actions necessary or appropriate, or that the County may direct in writing, for the protection and preservation of the Work, any materials, equipment or tools at the Site and any materials or equipment in transit to the Site;

.3 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for Contractor to continue performance of such portion, if any, of the Work that is not discontinued or terminated by County in its written notice;

.4 provide to the County, in writing, no later than two (2) Days after request by County, a statement listing or providing: (1) all subcontract agreements, purchase orders and contracts that are outstanding, as well as any change orders, amendments and modifications thereto; (2) the status of invoicing, payments and balance owing under each such subcontract agreement, purchase order and contract; (3) the status of performance and any claims asserted under each such subcontract agreement, purchase order and contract; and (4) providing such other information as the County may determine to be necessary in order to decide whether to accept assignment of any such subcontract agreement, purchase order or contract;

.5 promptly following and in accordance with County's written direction: (1) assign to the County or its designee those subcontract agreements, purchase orders or contracts, or portions thereof, that the County elects in writing to accept by assignment; (2) cancel, on the most favorable terms reasonably possible, any subcontract agreement, purchase order or contract, or portion thereof, that the County does not elect to accept by assignment; and (3) if requested by County, settle, with the prior written approval of County of the terms of settlement, outstanding liabilities to Subcontractors with respect to the Work terminated or discontinued;

6. not terminate any insurance required by the Contract Documents;

7. thereafter continue only such performance as may be directed by County;

8. deliver to the County the documents required to delivered pursuant to Paragraph 1.3.6, above; and

9. at the written request and option of County, exercised in its sole discretion, deliver to the County, and transfer title to the County of, any completed items, materials, products, equipment or other unincorporated parts of the Work that have not been previously delivered to the Site.

#### 15.1.5 Accounting and Payment

##### .1 Full Termination or Discontinuance.

(1) **Further Payment.** In the event an exercise by County of any of its remedies following an Event of Contractor Default results in a termination or discontinuance of the entire Work, then no further payment shall be due to Contractor for the Work until an accounting has been conducted in accordance with this Paragraph 15.1.5.

(2) **Time for Accounting.** Within forty-five (45) Days after Final Completion of the Work by Contractor, Surety, County or others at request of County, an accounting shall be made pursuant to this Paragraph 15.1.5 of the amount due to Contractor or County.

(3) **Payment Amount.** If, based on the accounting conducted pursuant to this Paragraph 15.1.5, the Contractor Amount exceeds the County Amount, then the difference shall be paid by County to Contractor within fifteen (15) Days after demand by Contractor following completion of such accounting. If the County Amount exceeds the Contractor Amount, then the difference shall be paid by Contractor to County within fifteen (15) Days after demand by County following completion of such accounting. Payment by Contractor of the amount due to County pursuant to such accounting shall not be construed as a release of Contractor's obligation to County for, or County's right to recover from Contractor, any Losses, of any kind whatsoever, not part of the calculation of the County Amount (including, without limitation, additional Losses related to circumstances that formed the basis for RIVERSIDE PUBLIC DEFENDER REMODEL SECTION 00005 - GENERAL CONDITIONS



calculation of the County Amount) that may be then or thereafter owing to or recoverable by County under Applicable Laws or the Contract Documents.

(4) **Contractor Amount.** The Contractor Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.5 shall be calculated as follows:

(a) take a portion of the Contract Price determined by multiplying (i) the Contract Price, by (ii) the County's Good Faith Determination of the percentage of the Work properly performed by Contractor and (A) in permanent place, (B) previously fabricated and delivered to the Site or (C) fabricated and en route for delivery to the Site and delivered to the Site within a reasonable time after Contractor's receipt of such written notice; and

(b) subtract therefrom all amounts previously paid by County to Contractor or to Subcontractors.

(5) **County Amount.** The County Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.5 shall be calculated based on the sum of all past, present and future Losses to County resulting or reasonably certain to result, directly or indirectly, from any or all of the following: (a) any negligence, willful misconduct, or Defective Work on the part of Contractor or any Subcontractor; (b) any Event of Contractor Default, whether or not constituting the basis of the County's termination or discontinuance; (c) the County's exercise of its rights and remedies under and in accordance with the Contract Documents or Applicable Laws following the occurrence of an Event of Contractor Default; and (d) the payment by County of amounts to Contractor or any Subcontractor that were not owing to Contractor or that were in excess of the amount to which Contractor was entitled under the Contract Documents.

.2 **Partial Termination or Discontinuance.** In the event an exercise by County of its remedies for an Event of Contractor Default results in a discontinuance or termination of only a portion of the Work, then the Contract Price and Contract Time shall be adjusted under the provisions of Article 7 and Article 8, above, applicable to Deleted Work. Contractor shall thereafter continue to be paid for its performance of the other portions of the Work in accordance with the terms of the Contract Documents, less any amounts that County is entitled to withhold under the terms of the Contract Documents.

.3 **Exclusive Compensation.** Contractor agrees to accept such amounts, if any, as allowed under this Paragraph 15.1.5 as its sole and exclusive compensation in the event of an exercise by County of its remedies permitted by the Contract Documents or Applicable Laws following an Event of Contractor Default.

15.1.6 **Surety.** Without limitation to any of the County's other rights or remedies under a Performance Bond furnished by Contractor, Contract Documents or Applicable Laws, the County has the right to suspend, take over or terminate the performance of the Work by Surety in the event of any of the following: (1) failure of Surety or its contractors to begin the Work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (2) abandonment of the Work by Surety or its contractors; (3) if at any time the County makes a Good Faith Determination that the Work is unnecessarily or unreasonably delayed by Surety or its contractors; (4) violation by Surety or its contractors of any terms of the Contract Documents, Performance Bond or Applicable Laws; or (5) failure by Surety or its contractors to follow instructions of the County for performance of the Work or for performance of the Work within the Contract Time. By executing its Performance Bond incorporating the terms of the Construction Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 15.1.6 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond.

15.1.7 **Conversion.** In the event a termination for cause by the County is adjudged by a court or by binding arbitration conducted in accordance with the Contract Documents to have been wrongful, such termination shall be deemed converted to a termination for convenience pursuant to Section 15.3, below, in which case Contractor agrees to accept such amount, if any, as permitted by Paragraph 15.3.3, below, as its sole and exclusive compensation and agrees to waive any right to recovery of any other compensation or Loss, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity or other consequential, direct, indirect or incidental damages, of any kind.

**15.1.8 Substantial Performance Waived.** The legal doctrine that a contractor may recover for substantial performance of a building contract is to have no application to the Construction Contract. Any Event of Contractor Default, whether occurring before or after the Work is Substantially Completed, shall be deemed material and shall give rise to the right of County to exercise its remedies permitted under the Contract Documents or Applicable Laws.

**15.1.9 Cross Default.** Contractor agrees that a breach of any other agreement between Contractor and County, whether related or unrelated to the Project, that is not cured in accordance with the terms of such other agreement constitutes an Event of Contractor Default under the Construction Contract, thereby entitling County to assert all its rights and remedies hereunder including, but not limited to, a specific right of off set by County against any amounts otherwise payable to Contractor under the Construction Contract or any other agreement between Contractor and County.

**15.1.10 Rights Cumulative.** All of County's rights and remedies under the Contract Documents are cumulative, and shall be in addition to and not a limitation upon those rights and remedies available under Applicable Laws.

**15.1.11 Materiality.** Designation in the Contract Documents of certain defaults as "material" shall not be construed as implying that other defaults not so designated are not material nor as limiting County's right to terminate or exercise its other rights or remedies for default to only material defaults.

**15.1.12 County Action.** No termination or action taken by County after termination shall prejudice any rights or remedies of County provided by Applicable Laws or by the Contract Documents, including, without limitation, the right of County to proceed against Contractor to recover all Losses suffered by reason of Contractor's default.

## **15.2 SUSPENSION BY COUNTY FOR CONVENIENCE**

**15.2.1 Suspension Order.** Without limitation to the County's rights under Section 15.1, above, County may, at any time, for its convenience and without the occurrence of any Event of Contractor Default, order Contractor, in writing, to suspend, delay or interrupt performance of the Work, in whole or in part. Upon receipt of such an order, Contractor shall comply with its terms and take all reasonable steps to minimize additional costs that are incurred applicable to the portion of the Work suspended, delayed or interrupted by County.

**15.2.2 Resumption.** If an order issued by the County pursuant to this Section 15.2 is canceled or expires, Contractor shall resume and continue with the previously affected portion of the Work. In such event, Contractor shall be entitled to a Contract Adjustment for additional Allowable Costs necessarily caused by such order and compensation allowed under Section 3.3 of the Construction Contract for Compensable Delay; provided, however, that no such Contract Adjustment shall be made: (1) to the extent that performance either is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor or any of the Subcontractors is responsible or for which Contractor would not be entitled to a Contract Adjustment; (2) to the extent that a Contract Adjustment on account thereof is made or denied under another provision of the Contract Documents; or (3) for any general or specific escalation in prices of the Work.

**15.2.3 Limitation.** The provisions of this Section 15.2 shall not apply unless a written order is issued by County pursuant to this Section 15.2.

## **15.3 TERMINATION BY COUNTY FOR CONVENIENCE**

**15.3.1 Right to Terminate for Convenience.** Without limitation upon any of County's other rights or remedies under the Contract Documents or Applicable Laws, County shall have the option, at its sole discretion and without the occurrence of any Event of Contractor Default or any other cause, to terminate the Construction Contract or Work, in whole or in part, for its convenience by giving five (5) Days written notice to Contractor.

**15.3.2 Contractor Obligations.** Upon receipt of notice of termination for convenience pursuant to this Section 15.3, Contractor shall, unless such notice directs otherwise, comply with all of the provisions of Paragraph 15.1.4, above.

**15.3.3 Contractor Compensation.** Following a termination for convenience pursuant to this Section 15.3 and within sixty (60) Days after receipt of a complete and timely Application for Payment from Contractor, an accounting shall be conducted in accordance with the process set forth in Paragraph 15.1.5, above. In such event, the amount due to Contractor shall be the Contractor Amount as calculated in the same manner provided for in Paragraph 15.1.5, above, except that there shall be added to the calculation of the Contractor Amount an amount for: (1) the reasonable, actual and direct Allowable Costs incurred and paid by Contractor (and not by Subcontractors) for (a) demobilizing Contractor's facilities from the Site, and (b) Contractor's administering the close out of its participation in the Project for a period of no longer than fifteen (15) Days; plus (2) a markup to Contractor on the Contractor's Allowable Costs incurred under Clause (1) of this Paragraph 15.3.4 that is based on the percentage for Allowable Markup that Contractor is permitted to charge pursuant to Article 7, above, for Compensable Changes involving Extra Work that is Self-Performed Work.

**15.3.4 Exclusive Compensation.** Contractor agrees to accept the compensation allowed under Paragraph 15.3.3, above, as its sole and exclusive compensation in the event of a termination by County for convenience and waives any claim for Loss related to County's termination for convenience, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, or incidental damages, of any kind.

**15.3.5 Subcontractors.** Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with the Subcontractors permitting termination for convenience by Contractor on terms that are consistent with, and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor under, this Section 15.3.

#### 15.4 TERMINATION BY CONTRACTOR

**15.4.1 Contractor's Remedies.** Subject to the provisions of Paragraph 15.4.2, below and Paragraph 15.4.3, below, Contractor's sole right to terminate the Construction Contract shall be its right to terminate, for cause only, upon the occurrence of either of the following:

.1 the entire Work is stopped for one hundred sixty (160) consecutive Days, through no act or fault of Contractor or any of the Subcontractors, of any Tier, or any employee or agent of any of them, due to issuance of an order of a court or other Governmental Authority or due to a declaration of a national emergency making material unavailable; or

.2 the entire Work is suspended by Contractor, in accordance with a proper exercise by Contractor of its rights under Section 9.8, above, for a continuous period of thirty (30) Days.

**15.4.2 Notice of Intention to Terminate.** If one of the reasons to terminate as described in Paragraph 15.4.1, above, exists, Contractor may, upon thirty (30) Days written notice to County, terminate the Construction Contract and recover from County as its sole and exclusive compensation such sums as are permitted under Paragraph 15.3.3, above.

**15.4.3 Continuous Performance.** Provided that Contractor is paid undisputed sums due in accordance with the requirements of the Construction Contract, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with County, including, without limitation, any disputes or disagreements over payments of money claimed due under the Contract Documents.

#### 15.5 WARRANTIES

All obligations of Contractor and the Subcontractors under the Contract Documents with respect to warranties and guarantees of the Work will continue in force and shall apply, notwithstanding a termination or other discontinuance of the Work by County or Contractor pursuant to an exercise of rights by either under this Article 15, to any portion of the Work that at the time of such termination or discontinuance has been completed or partially completed by Contractor to the point that it is substantially ready (exclusive of any incidental work that may be needed to connect such portion to other Work to other Work or Existing Improvements or to energize such portion of the Work for operation) for use or occupancy by County.

**ARTICLE 16  
NON-DISCRIMINATION**

**16.1 NON-DISCRIMINATION IN SERVICES**

**16.1.1** Contractor must, in accordance with Applicable Laws, not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. For the purpose of this Section 16.1, discrimination in the provision of services may include, but is not limited to the following:

- .1 denying any person any service or benefit or the availability of a facility;
- .2 providing any service or benefit to any person which is not equivalent to, or is in a non-equivalent manner or at a non-equivalent time from, that provided to others;
- .3 subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;
- .4 restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; or
- .5 treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

**16.1.2** Contractor shall ensure that services are provided without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

**16.1.3** Contractor shall establish and maintain written procedures under which any person applying for, performing or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination. Such persons shall be advised by Contractor of these procedures. A copy of such procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

**16.2 NON-DISCRIMINATION IN EMPLOYMENT**

Contractor must, in accordance with Applicable Laws, not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. Without limitation to any other provisions of this Section 16.2, in the performance of the obligations under the Contract Documents, Contractor and the Subcontractors shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code §§12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§200e - 217), whichever is more restrictive. Contractor and the Subcontractors shall ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

- .1 employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; or
- .2 selection for training, including apprenticeship.

**16.2.1** Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Section 16.2.

**16.2.2** Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws.

**16.2.3** Contractor shall send to each labor union, or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or the workers' representative of Contractor's commitments under this Section 16.2.

**16.2.4** Contractor certifies and agrees that it will deal with the Subcontractors, bidders and vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of Applicable Laws.

**16.2.5** In accordance with Applicable Laws, Contractor shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with the provisions of this Section 16.2. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of this Section 16.2.

**16.2.6** If County finds that any of the provisions of this Section 16.2 have been violated by Contractor or any of the Subcontractors, such violation shall constitute a material breach of the Construction Contract for which County may cancel, terminate or suspend the Construction Contract. While County reserves the right to determine independently that the anti-discrimination provisions of the Construction Contract have been violated, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor or the Subcontractor has violated State or Federal anti-discrimination laws shall constitute a finding by County that Contractor or the Subcontractor has violated the provisions of this Section 16.2.

**16.2.7** Contractor hereby agrees that it will comply with §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and similar Applicable Laws relating to employment of or access to persons with disabilities, all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance.

**END OF GENERAL CONDITIONS**

**SECTION 00006**  
**BID SCHEDULE**

SECTION	DESCRIPTION	COST
DIVISION 0	Table of Contents	
	Project Directory	
	Bid Package	
	Construction Long Form Contract	
	General Conditions of Standard Form Construction Contract Between County and Contractor	
	Bid Schedule	
DIVISION 1	Post-Bid Interview	
	Project Meetings	
	Cleaning	
	Project Record Documents	
	Operation and Maintenance Data	
	Warranties and Bonds	
	Contract Closeout	
DIVISION 2	NOT USED	
DIVISION 3	NOT USED	
DIVISION 4	NOT USED	
DIVISION 5	NOT USED	
DIVISION 6	NOT USED	
DIVISION 7	NOT USED	
DIVISION 8	NOT USED	
DIVISION 9	NOT USED	
DIVISION 10	NOT USED	
DIVISION 11	Audio Visual Systems	
DIVISION 12	NOT USED	
DIVISION 13	NOT USED	
DIVISION 14	NOT USED	
DIVISION 15	NOT USED	
DIVISION 16	NOT USED	

BID SCHEDULE:

BASE BID

BID AMOUNT IN FIGURES: \$ \_\_\_\_\_

BID AMOUNT WORDS: \_\_\_\_\_

## SECTION 01030

### POST BID INTERVIEW

#### **PART 1 -- GENERAL**

##### 1.01 SUMMARY

The Contract Requirements and the General Conditions of Division Zero apply to this Section. This Section is a supplement to and is complement to the Division Zero Specifications. Any item mentioned in this Section not mentioned in the Division Zero Specifications, or vice versa, shall be provided by the Contractor as if mentioned in both.

##### 1.02 DESCRIPTION

This Section requires the apparent low bidder to attend and participate in a POST BID INTERVIEW with the OWNER and ARCHITECT, prior to award of any contract by the OWNER. The Interview will take place at the Owner's Office.

##### 1.03 PURPOSE

- A. Contractor acknowledgment of a complete and accurate bid.
- B. Contractor submission of a fair and equitable bid.
- C. Fair comparisons of bid.

##### 1.04 REQUIRED ATTENDANCE

- A. A duly authorized representative of the apparent low bidder is required to attend the POST BID INTERVIEW, in person.
- B. Failure to attend the POST BID INTERVIEW will be considered just cause for the Owner to reject the Bid.
- C. The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.
- D. Failure to sign the POST BID INTERVIEW form will be considered just cause for the Owner to reject the Bid.

##### 1.05 POST BID INTERVIEW PROCEDURE

- A. The ARCHITECT will review the Bidder's Proposal with the attendees.
- B. The ARCHITECT will review the Contract Documents with the attendees, including but not limited to:
  - 1. Insurance
  - 2. Bonding
  - 3. Addenda
  - 4. Pre-Bid Clarifications
  - 5. Bid / Voluntary Alternates
  - 6. Schedule of Values for all Sub-Contractor Work listed according to the Table of Contents for the Project Manual.
  - 7. Value Engineering



- 8. The Contract Plans
- 9. The Contract Specification
- 10. Critical Materials
- 11. General Contract Schedule Requirements
- 12. Prevailing Wage Requirements
- 13. Liquidated Damages
- 14. Required Docs for Contract Administration
- 15. Contract Coordination Requirements

1.06 POST BID INTERVIEW DOCUMENTATION

The ARCHITECT will document the POST BID INTERVIEW on the form attached to this Section. Both the Apparent Low Bidder and the OWNER are required to sign the POST BID INTERVIEW Documentation. The POST BID INTERVIEW Documentation is a Contract Document, and all items recorded in the POST BID INTERVIEW Documentation are part of the Contract and shall be enforced accordingly.

**PART 2 -- INFORMATION**

2.01 BIDDER INFORMATION:

- A. Name: \_\_\_\_\_
- B. Phone: \_\_\_\_\_
- C. Fax: \_\_\_\_\_
- D. Date: \_\_\_\_\_
- E. Time: \_\_\_\_\_

2.02 INTRODUCTIONS/SIGN-IN:

- A. Contractor:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
- B. Owner:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
  - 3. \_\_\_\_\_
- C. Architect:
  - 1. \_\_\_\_\_

- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**PART 3 -- INTERVIEW**

3.01 PURPOSE OF INTERVIEW IS TO ASSURE:

- A. Contractor acknowledgment of a complete and accurate bid.
- B. Contractor submission of a fair and equitable bid.
- C. Fair comparisons of bid.

3.02 CONTRACTUAL REQUIREMENTS:

A. Can you meet all specified bonding requirements?	Yes	No
B. Can you meet all specified insurance requirements?	Yes	No
C. Acknowledge that you are required to comply with the prevailing wage Requirements?	Yes	No
D. Are you prepared to bind every subcontractor, supplier, and vendor, to the terms of the contract as far such terms are applicable to each subcontractors work?	Yes	No
E. Acknowledge inclusion in the bid of all Addenda?	N/A	Yes No
F. Acknowledged Receipt of Pre-Bid Clarifications (RFI) Submitted?	N/A	Yes No
G. Acknowledge inclusion in the Bid of all Allowances?  1.  2.  3.  4.	N/A	Yes No
H. Acknowledge inclusion in the Bid of all Alternates?  1.  2.  3.  4.	N/A	Yes No
I. Acknowledge that you are required to comply with the SWPPP.	Yes	No

J. Acknowledge that you are required to comply with the PM-10	Yes	No
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3.03 SCOPE OF WORK:

A. Are the plans and specifications clear and understandable?	Yes	No
B. Are there any items that need to be identified or require clarification?  If yes, please identify item.  1.  2.  3.  4.  5.  6.	Yes	No
C. Is (are) the cost(s) for the above items (as applicable) included in your proposal items?	Yes	No
D. Review bid alternatives (if applicable)  1.  2.  3.	N/A	Yes No
E. Are you proposing any substitutions?  If yes, please identify item.  1.  2.  3.  4.  5.  6.  7.	N/A	Yes No

8.	
----	--

3.04 Are you proposing any VALUE ENGINEERING? (describe)

1. Add / Deduct \_\_\_\_\_
2. Add / Deduct \_\_\_\_\_
3. Add / Deduct \_\_\_\_\_
4. Add / Deduct \_\_\_\_\_
5. Add / Deduct \_\_\_\_\_
6. Add / Deduct \_\_\_\_\_
7. Add / Deduct \_\_\_\_\_
8. Add / Deduct \_\_\_\_\_
9. Add / Deduct \_\_\_\_\_
10. Add / Deduct \_\_\_\_\_
11. Add / Deduct \_\_\_\_\_
12. Add / Deduct \_\_\_\_\_
13. Add / Deduct \_\_\_\_\_

VALUE ENGINEERING TOTAL \$ \_\_\_\_\_

BASE BID \$ \_\_\_\_\_

PROPOSED REVISED TOTAL \$ \_\_\_\_\_

SCHEDULE:

- A. Can you meet the construction duration stipulated in the Contract? Yes No
- B. Can you meet Submittal Schedule Deadlines? Yes No
- C. Will you provide Cost and Manpower loading for your construction schedule activities to within the required seven (7) calendar days, per the Contract?  
(Section 01320 – Project Construction Schedule) Yes No
- D. It is understood the Project schedule is critical. Can you accelerate any and all schedule activities if the requirement occurs? Yes No
- E. If not, what must change and why?

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- F. Identify critical materials, deliveries and dependencies (long lead), including Owner Furnished items that could affect the completion of your work.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_

- G. You have reviewed the “Time for Completion” set forth in the Agreement, and you further understand the City MAY assess liquidated damages if you fail to complete this Project within same. You further understand any delays caused by you or your subcontractors WILL require your company to accelerate the Work upon written direction by the City, in order to complete this Project on time, as stipulated in the Agreement. Yes No
- H. You agree that failure to meet the completion date is just cause for the CITY to assess and retain Liquidated Damages in accordance with the Contract Documents. Yes No

3.05 CONTRACTOR COMMENTS / SUGGESTIONS:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_
- E. \_\_\_\_\_
- F. \_\_\_\_\_
- G. \_\_\_\_\_
- H. \_\_\_\_\_

3.06 AGREEMENT:

A. Contractor agrees that the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all work discussed herein, and that costs for all work are included in your proposal. The foregoing information is true and accurate, and I am authorized to sign as an officer of the company I am representing.

Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

3.07 WITNESS:

A. Owner

Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

B. Architect

Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\*\*\* END OF SECTION \*\*\*

**SECTION 01200**  
**PROJECT MEETINGS**

**PART 1 -- GENERAL**

1.01 **SUMMARY**

- A. The Contract Requirements and the General Conditions of Division Zero apply to this Section. This Section is a supplement to and is complement to the Division Zero Specifications. Any item mentioned in this Section not mentioned in the Division Zero Specifications, or vice versa, shall be provided by the Contractor as if mentioned in both.
- B. Purpose: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Architect will conduct project meetings throughout the construction period.
- C. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

**PART 2 -- PRODUCTS**

(No products are required in this Section.)

**PART 3 -- EXECUTION**

3.01 **MEETING SCHEDULE**

- A. Progress Review Meetings will be held every other week, except for the Pre-Construction Meeting, which will occur as described below. Additional meetings will be held as needed in order to accomplish the Project Schedule.
- B. Progress Review Group will coordinate as necessary to establish mutually acceptable schedule for meetings.

3.02 **MEETING LOCATION**

The Architect will establish meeting location. To the maximum extent practicable, meetings will be held at the job site.

3.03 **MEETING MINUTES**

- A. The Architect will compile minutes of each project meeting, and will furnish copies to the Contractor and to the Owner.
- B. Recipients of copies may make and distribute such other copies as they wish.
- C. Revisions to minutes:
  - 1. Unless published minutes are challenged in writing prior to the next regularly schedule progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
  - 2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
  - 3. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

3.04 **PRE-CONSTRUCTION MEETING**

- A. A Pre-Construction Meeting will be held within 15 working days after the Owner has issued the Notice to Proceed.
  - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
  - 2. The Architect will advise other interested parties, including the Owner, and request their attendance.
- B. Minimum agenda: Data will be distributed and discussed on at least the following items:
  - 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials, suppliers, and Architect.
  - 2. Channels and procedures for communication.
  - 3. Construction schedule, including sequence of critical work. (To be presented by Contractor)
  - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
  - 5. Processing of Shop Drawings and Submittals to the Architect.
  - 6. Processing of Requests for Information (RFI's).
  - 7. Processing of Requests for Proposal, field decisions, and Change Orders.
  - 8. Rules and regulations governing performance of the work.
  - 9. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.
  - 10. Format and procedures for submitting "Application and Certificate for Payment" and "Schedule of Values" forms.

3.05 PROJECT MEETINGS

- A. Attendance:
  - 1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
  - 2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved. The Contractor's relations with his subcontractors and materials suppliers and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.
- B. Minimum agenda:
  - 1. Review, revise as necessary, and approve minutes of previous meetings.
  - 2. Review progress of the Work since last meeting, including status of submittals for review.
  - 3. Identify problems that will impede planned progress.
  - 4. Develop corrective measures and procedures to regain planned schedule.
  - 5. Complete other current business.
  - 6. New items: To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding items to be added to the agenda.

\*\*\* END OF SECTION \*\*\*



## SECTION 01710

### CLEANING

#### **PART 1 -- GENERAL**

##### 1.01 SUMMARY

The Contract Requirements and the General Conditions of Division Zero apply to this Section. This Section is a supplement to and is complement to the Division Zero Specifications. Any item mentioned in this Section not mentioned in the Division Zero Specifications, or vice versa, shall be provided by the Contractor as if mentioned in both.

##### 1.02 DESCRIPTION

Work Included: Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.

##### 1.03 QUALITY ASSURANCE

- A. Conduct daily inspection, and more if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

#### **PART 2 -- PRODUCTS**

##### 2.01 CLEANING MATERIALS AND EQUIPMENT

Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

##### 2.02 COMPATIBILITY

Use only the cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

#### **PART 3 -- EXECUTION**

##### 3.01 PROGRESS CLEANING

###### A. General:

1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this work.
3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

###### B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.

2. Weekly, and more often if necessary, inspect all arrangements of materials stored on site. Re-stack, tidy, or otherwise service arrangements to meet the requirements above.
3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, sweep interior spaces clean. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.
3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.
4. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials are installed. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material that, in the opinion of the Architect, may be injurious to the finish floor material.

3.02 FINAL CLEANING

- A. "Clean," for the purpose of this article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.
- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.01 above.

C. Site:

1. Unless otherwise specifically directed by the Architect, broom clean paved areas on the site and public paved areas adjacent to the site.
2. Completely remove resultant debris.

D. Structures:

1. Exterior:

- a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
- b. Remove all traces of splashed materials from adjacent surfaces.
- c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.
- d. In the event of stubborn stains not removable with water, the Architect may require light sandblasting or other cleaning at no cost to the Owner.

2. Interior:

- a. Visually inspect interior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
- b. Remove all traces of splashed material from adjacent surfaces.

- c. Remove paint drippings, spots, stains, and dirt from finished surfaces.
- 3. Glass: Clean inside and outside.
- 4. Polished surfaces: To surfaces requiring routine application of buffed polish, apply the polish recommended by the manufacturer of the material being polished.
- E. Schedule final cleaning as accepted by the Architect to enable the Owner to accept a completely clean Work.

3.03 CLEANING DURING OWNER'S OCCUPANCY

- A. Prior to the Owner occupying the Work or any portion thereof prior to the completion of the total project by the Contractor, the Contractor shall perform final cleaning for the area to be turned over in accordance with the General Requirements of the Contract.
- B. The Owner and Architect shall walk the limits of the area to be occupied and determine a punch list with expressly identified limits of area to be released. Once the area is accepted and occupied, the contractor shall be released from general cleaning except as required by the completion of the punch list items.

**\*\*\* END OF SECTION \*\*\***

**SECTION 01720**  
**PROJECT RECORD DOCUMENTS**

**PART 1 -- GENERAL**

1.01 SUMMARY

The Contract Requirements and the General Conditions of Division Zero apply to this Section. This Section is a supplement to and is complement to the Division Zero Specifications. Any item mentioned in this Section not mentioned in the Division Zero Specifications, or vice versa, shall be provided by the Contractor as if mentioned in both.

1.02 DESCRIPTION

Work Included:

1. Throughout the construction period, maintain an accurate record of changes in the Contract Documents, as described in Article 3.01 below.
2. Upon completion of the Work, transfer the recorded changes to a set of Record Documents, as described in Article 3.02 below.

1.03 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as accepted by the Architect.
- B. Accuracy of records:
  1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
  2. Accuracy of records shall be such that future searches for items shown in the Contract Documents may rely reasonably on information obtained from the accepted Project Record Documents.
- C. Make entries within 24 hours after receipt of information that the change has occurred.

1.04 SUBMITTALS

- A. Submit in accordance with Articles 3.11 of the General Conditions.
- B. The Architect's acceptance of the current status of Project Record Documents may be a prerequisite to the Architect's approval of requests for progress payment and request for final payment under the Contract.
- C. Prior to submitting request for final payment, submit the final Project Record Documents to the Architect and secure his acceptance.

1.05 PRODUCT HANDLING

- A. Maintain the job set Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer all recorded data to the final Project Record Documents.
- B. In the event of loss of recorded data, use means necessary to again secure the data to the Architect's approval.
  1. Such means shall include, if necessary in the opinion of the Architect, removal and replacement of concealing materials.
  2. In such case, provide replacements to the standards originally required by the Contract Documents.

## **PART 2 -- PRODUCTS**

### **2.01 RECORD DOCUMENTS**

Upon receipt of the Owner's Notice to Proceed, secure from the Owner at no charge to the Contractor one complete set of all Documents comprising the Contract.

## **PART 3 -- EXECUTION**

### **3.01 MAINTENANCE OF JOB SET**

A. Immediately upon receipt of the job set described in Paragraph 2.01-A above, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET".

B. Preservation:

1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the acceptance of the Architect.
2. Do not use the job set for any purpose except entry of new data and for review by the Architect, until start of transfer of data to final Project Record Documents.
3. Maintain the job set at the Project Site unless otherwise requested by the Architect.

C. Making entries on Drawings:

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
2. Date all entries.
3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
4. In the event of overlapping changes, use different colors for the overlapping changes.

D. Make entries in the pertinent other Documents as accepted by the Architect.

E. Conversion of schematic layouts:

1. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items, are shown schematically and are not intended to portray precise physical layout.
  - a. Contractor shall determine final arrangement, subject to the Architect's acceptance.
  - b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items that are shown only schematically on the Drawings.
2. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of items such as are described in subparagraph 3.01-E-1 above.
  - a. Clearly identify the item by accurate note such as "cast iron drain", "galvanized water", and the like.
  - b. Show, by symbol or note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed", and the like).
  - c. Make all identification sufficiently descriptive that it may be related reliably to the Specifications.

3. The Architect may waive the requirements for conversion of schematic layouts where, in the Architect's judgment, conversion serves no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Architect.

### 3.02 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
- B. Acceptance of recorded data prior to transfer:
  1. Following receipt of the transparencies described in Paragraph 2.01-b above, and prior to start of transfer of recorded data, obtain the Architect's acceptance of all recorded data.
  2. Make required revisions.
- C. Transfer of data to Drawings:
  1. Carefully transfer change data shown on the job set of Record Drawings to the corresponding transparencies, coordinating the changes as required.
  2. Clearly indicate at each affected detail and other Drawing, a full description of changes made during construction, and the actual location of items described in subparagraph 3.01-E-1 above.
  3. Call attention to each entry by drawing a "cloud" around the area or areas affected.
  4. Make changes neatly, consistently, and with the proper media to assure longevity and clear reproduction.
- D. Transfer of data to other Documents:
  1. If the Documents other than Drawings have been kept clean during progress of the Work, and if entries thereon have been orderly to the acceptance of the Architect, the job set of those Documents other than Drawings will be accepted as final Record Documents.
  2. If any such Document is not so accepted by the Architect, secure a new copy of that Document from the Architect at the Architect's cost for reproduction and handling, and carefully transfer the change data to the new copy to the acceptance of the Architect.
- E. Review and Submittal:
  1. Submit the completed set of Project Record Documents to the Architect as described in Paragraph 1.03-C above.
  2. Participate in review meetings as required.
  3. Make required changes and promptly deliver the final Project Record Documents to the Architect.

### 3.03 CHANGES SUBSEQUENT TO ACCEPTANCE

The Contractor has no responsibility for recording changes in the Work subsequent to Final Completion, except for changes resulting from work performed under Warranty.

**\*\*\* END OF SECTION \*\*\***

**SECTION 01730**  
**OPERATION & MAINTENANCE ITEMS**

**PART 1 -- GENERAL**

1.01 SUMMARY

- A. The Contract Requirements and the General Conditions of Division Zero apply to this Section. This Section is a supplement to and is complement to the Division Zero Specifications. Any item mentioned in this Section not mentioned in the Division Zero Specifications, or vice versa, shall be provided by the Contractor as if mentioned in both.
- B. Work Included: To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the Work, furnish and deliver the data described in this Section and in pertinent other Sections of these Specifications.

1.02 QUALITY ASSURANCE

In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this Section, and skilled in technical writing to the extent needed for communicating the essential data.

1.03 SUBMITTALS

- A. Provide in accordance with Article 3.11 of the General Conditions.
- B. Submit two copies of a preliminary draft of the proposed Manual or Manuals to the Architect for review and comments.
- C. Unless otherwise directed in other Sections, or in writing by the Architect, submit (3) three copies of the final Manual to the Architect prior to indoctrination of operation and maintenance personnel.

**PART 2 -- PRODUCTS**

2.01 OPERATION MANUALS

- A. Where instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.
- B. Reference Chart: See Section 01900 – List of Project Close-Out Items for summary of Sections that require submittal of Operation Manuals.
- C. Format:
  - 1. Size: 8-1/2" x 11"
  - 2. Paper: White bond, at least 20 lb. weight
  - 3. Text: Neatly written or printed
  - 4. Drawings: 11" in height preferable; bind in with text; fold-out acceptable; larger drawings acceptable but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.
  - 5. Flysheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
  - 6. Binding: Use heavy-duty plastic or fiberboard covers with binding mechanism

concealed inside the Manual; 3-ring binders will be acceptable; all binding is subject to the Architect's acceptance.

7. Measurements: Provide all measurements in U.S. standard units such as feet-and-inches, lbs., and cfm.
- D. Provide front and back covers for each Manual, using durable material accepted by the Architect, and clearly identified on or through the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS:

---

Name and Address of Work

---

Name of Contractor

---

General Subject of this Manual

---

Space for Signature of the Architect and Date

- E. Contents: Include at least the following:
1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency information regarding the installation.
  2. Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly, and reassembly.
  3. Complete nomenclature of all parts of all equipment.
  4. Complete nomenclature and part number of all replacement parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
  5. Copy of all guarantees and warranties issued.
  6. Manufacturer's bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturer's data with which this installation is not concerned.
  7. Such other data as required in pertinent Sections of these Specifications.

2.02 INSTRUCTION MANUALS

- A. Preliminary:
1. Prepare a preliminary draft of each proposed Manual.
  2. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.
  3. Secure the Architect's acceptance prior to proceeding.
- B. Final: Complete the Manuals in strict accordance with the accepted preliminary drafts and the Architect's review comments.
- C. Revisions: Following the indoctrination and instruction of operation and maintenance personnel, review all proposed revisions of the Manual with the Architect.

\*\*\* END OF SECTION\*\*\*



## SECTION 01740

### WARRANTIES AND BONDS

#### **PART 1 GENERAL**

##### 1.01 SECTION INCLUDES

- A. Preparation and submittal.
- B. Time and schedule of submittals.

##### 1.02 RELATED SECTIONS

- A. Document: Notice Inviting Bids, Information for Bidders and Bid Bonds.
- B. Document: General Conditions: Performance Bond and Labor and Material Payment Bonds, Warranty and Correction of Work.
- C. Section 01770 - Contract Closeout: Contract closeout procedures.
- D. Individual Specifications Sections: Warranties required for specific products or Work.

##### 1.03 FORM OF SUBMITTALS

- A. Bind in commercial quality, 8½ x 11 inch, three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of CONTRACTOR and equipment supplier; and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified and the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier and manufacturer, with name, address and telephone number of responsible principal.

##### 1.04 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers and manufacturers, within ten (10) days after completion of the applicable item or work. Except for items put into use with DISTRICT'S permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

##### 1.05 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with DISTRICT'S permission, submit documents within ten (10) days after acceptance.
- B. Make other submittals within ten (10) days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**GUARANTEE**

We hereby guarantee that the \_\_\_\_\_, which we have installed for \_\_\_\_\_

**COUNTY OF RIVERSIDE** at **EAST COUNTY EMERGENCY OPERATIONS CENTER** AV Systems has been performed in accordance with the requirements of the Contract Documents and that the work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such work that may prove to be defective in workmanship or material together with any other adjacent work which may be displaced in connection with such replacement within a minimum period of **ONE (1) YEAR** from the date of acceptance of the above-mentioned project by \_\_\_\_\_ **COUNTY OF RIVERSIDE**, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) working days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
TYPED OR PRINTED NAME

Representatives to be contacted for service subject to terms of contract.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE # \_\_\_\_\_

**CONTRACTOR'S CERTIFICATE  
REGARDING ASBESTOS MATERIAL**

This form is to be submitted at the time final billing is provided.

"I certify that all the materials and supplies installed under this

\_\_\_\_\_  
(Name of Contract)

contract are free of asbestos-containing materials."

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official Name of CONTRACTOR

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**\*\*\*END OF SECTION\*\*\***

## SECTION 01770

### CONTRACT CLOSEOUT

#### **PART 1 GENERAL**

##### 1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Adjusting.
- C. Project record documents.
- D. Operation and maintenance data.
- E. Warranties and Guarantees.
- F. Spare parts and maintenance materials.
- G. Instructions to DISTRICT'S personnel.

##### 1.02 CLOSEOUT PROCEDURES

###### A. Partial Occupancy and Substantial Completion:

- 1. Conform to Part 1, Title 24, Section 4-336 CCR, Requirements for Verified Reports and Closeout Procedures.
- 2. In conjunction with the Project Inspector, prepare a list of items to be completed or corrected. List may be developed by areas, when approved by the ARCHITECT.
- 3. Within a reasonable time after receipt of the list, the ARCHITECT will inspect to determine status of completion.
- 4. Should the ARCHITECT determine that Work is not substantially complete:
  - a. The ARCHITECT will promptly notify the CONTRACTOR in writing, giving the reasons for his determination.
  - b. CONTRACTOR shall remedy the deficiencies and notify the ARCHITECT when Work is ready for re-inspection.
  - c. The ARCHITECT will re-inspect the Work.
- 5. When the ARCHITECT concurs that work is substantially complete:
  - a. The ARCHITECT will prepare a "Certificate of Substantial Completion" on AIA Form G704, accompanied by the CONTRACTOR'S list of items to be completed or corrected as verified by the ARCHITECT.
  - b. The ARCHITECT will submit the Certificate to the DISTRICT and to the CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate.

###### B. Final Completion:

- 1. Prepare and submit a notice that Work is ready for final inspection and acceptance.
- 2. Verify the Work is complete.
- 3. Certify that:
  - a. Work has been inspected by all governing agencies and is in compliance with Contract Documents.

- b. Work has been inspected for compliance with the Contract Documents.
  - c. Work has been completed in accordance with the Contract Documents.
  - d. Equipment and systems have been tested as required and are operational.
  - e. Work is completed and ready for final inspection.
4. The ARCHITECT will make an inspection to verify status of completion.
  5. Should the ARCHITECT determine the Work is incomplete or defective:
    - a. The ARCHITECT will promptly notify the CONTRACTOR in writing, listing incomplete or defective work.
    - b. CONTRACTOR shall remedy the deficiencies promptly and notify the ARCHITECT when ready for re-inspection.
  6. When the ARCHITECT determines the Work is acceptable under the Contract Documents, he will request the CONTRACTOR to make closeout submittals.
- C. Closeout submittals include, but are not necessarily limited to:
1. Project Record Documents.
  2. Operation and maintenance data for items so listed in pertinent Sections of these Specifications and for other items when so approved by the ARCHITECT.
  3. Warranties and Guarantees.
  4. Keys and keying schedule.
  5. Spare parts, materials, extra stock to be turned over to the DISTRICT.
  6. Evidence of payment and release of liens, when requested by DISTRICT.
  7. List of subcontractors, service organizations and principal vendors, including names, addresses and telephone numbers, where they may be contacted for emergency service at all times, including nights, weekends and holidays.
- D. Final Payment:
1. Submit a Final Payment Request, showing all adjustments to the Contract Sum.
  2. Retention will be released no sooner than thirty-five (35) days and not later than sixty (60) days after Notice of Completion has been recorded with the County Recorder's Office.

1.03 NOT USED

1.04 ADJUSTING

Adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. DISTRICT will provide one (1) set of blue-line drawings and one (1) copy of the Project Manual for use during construction to record changes made during construction manually. CONTRACTORS installing underground utilities may have additional AutoCadd electronic as-built requirements as assigned in scope of work summaries.
- B. Record in concise and neat manner and on a weekly basis all actual revisions to the work:
  1. Changes made on the Drawings, including Clarification Drawings.
  2. Changes made to the Specifications.
  3. Changes made by Addenda.
  4. Changes made by Instruction Bulletins.

5. Change Orders or other authorized Modifications to the Contract.
  6. Revisions made to shop drawings, product data and samples.
- C. Store Record Documents separate from documents used for construction. Replace soiled or illegible documents.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
1. Manufacturer's name, trade name, product model and number and supplier.
  2. Authorized product substitutions or alternates utilized.
  3. Changes made by Addenda and Modifications.
- F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish first floor datum.
  2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Identify drains and sewers by invert elevation.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work. Identify ducts, dampers, valves, access doors and control equipment wiring.
  4. Field changes of dimension and detail.
  5. Details not on original Drawings.
  6. Refer to Scope Summaries for electronic as-built requirements.
- G. Obtain Inspector's signed certification that Record Documents have been fully updated prior to submitting monthly payment requests. Compliance is mandatory before payment will be made.
- H. Submit Inspector's certified documents to ARCHITECT with claim for final Application of Payment. Fully completed record drawings are a prerequisite to final payment.
- I. The DISTRICT, at his option, may require the preparation of a final reproducible "RECORD SET" of drawings that incorporate all changes made during the construction process to include incorporation of all change orders, addenda, field orders and "As Installed" conditions noted on the CONTRACTOR prepared record documents. The preparation and printing cost of the "RECORD SET" is not a part of the contract.

1.06 OPERATION AND MAINTENANCE DATA

- A. Submit three (3) sets prior to final inspection, bound in 8½ x 11 inch text pages, in binders with durable covers, tabbed by specification section and/or other organizing heading.
- B. Deliver to CONSTRUCTION MANAGER'S or LEASE LEASE-BACK ENTITY'S home office, itemized and inventoried on transmittal.

1.07 WARRANTIES AND GUARANTEES

- A. Submit three (3) wet-signed originals separate from Operation and Maintenance data.
- B. Manufacturer's warranties and guarantees notwithstanding, warrant entire Work against defects in materials and workmanship for twelve (12) months from date of Substantial Completion. Warranties and guarantees between CONTRACTOR and manufacturers and CONTRACTOR and suppliers shall not affect warranties or guarantees between CONTRACTOR and DISTRICT.

- C. Execute and assemble documents from subcontractors, suppliers and manufacturers.
- D. Submit to CONSTRUCTION MANAGER or LEASE LEASE-BACK ENTITY prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

1.08 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to CONSTRUCTION MANAGER'S or LEASE LEASE-BACK ENTITY'S home office, inventoried and transmitted similar to Operation and Maintenance manuals.

1.09 UNDERGROUND WET UTILITY VIDEO

- A. Upon completion of the storm drain system, the Plumbing CONTRACTOR shall fully flush the storm drain system and confirm proper functionality. Additionally, the CONTRACTOR shall provide all services necessary to electronically view and record (video) the improvements to the storm drain system. The IOR shall witness the review and recording process. The CONTRACTOR shall turn-over two (2) copies of the documented review (video tape, DVD - media of the DISTRICT'S choice) of the storm drain system at the completion of the project.
- B. Upon completion of the sewer system, the Plumbing CONTRACTOR shall fully flush the sewer system and confirm proper functionality. Additionally, the CONTRACTOR shall provide all services necessary to electronically view and record (video) the improvements to the sewer system at all interior clean outs and main lines and all exterior building P.O.C./cleanout out to the public system P.O.C.. The IOR shall witness the review and recording process. The CONTRACTOR shall turn-over two (2) copies of the documented review (video tape, DVD - media of the DISTRICT'S choice) of the sewer system at the completion of the project.

1.10 INSTRUCTIONS TO DISTRICT'S PERSONNEL

- A. Instruct the DISTRICT'S personnel in proper operation and maintenance of all systems, equipment and similar items, which were provided as part of the work. Provide maintenance and inspection schedules that conform to manufacturer's recommendations.
- B. CONTRACTOR shall provide a schedule to the DISTRICT for approval for each of the instruction periods required.
  - 1. Organize the instruction sessions into group sizes and schedule the elapsed time for instruction in a manner to provide complete coverage of the subject matter. Video each session and provide DISTRICT with two (2) copies on DVD.
- C. Instruction sessions will be held in a DISTRICT designated area on the project site and at DISTRICT'S convenience. Amount of time required for each session shall be as specified in individual sections.
- D. Instructors shall be qualified by the product manufacturer in the subject matter presented at each session.
  - 1. Submit names of instructors and qualifications to the ARCHITECT and DISTRICT for approval thirty (30) days prior to each scheduled session.
  - 2. Substitution of instructors will not be permitted without prior approval of ARCHITECT or DISTRICT.



**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**\*\*\*END OF SECTION\*\*\***

**SECTION 11130**  
**AUDIO VISUAL**  
**- Comprehensive AV System Specification -**

**Part 1 GENERAL**

**1.1 Section Includes:**

- A. The AEOC AV System Design Package including:  
-Drawings (AV Series Drawings: (1) AV Infrastructure Drawing Set, (2) AV System Drawing Set, (3) AV Shared RF System Drawing Set);  
-AEOC AV System Baseline Implementation Addendum.  
-The AEOC AV Program Document (supplemental reference only).  
-For reference: Two multi-page "AEOC Delineation of Work among RCIT\_AVC\_EC" documents.  
-For reference: AEOC anticipated AV Cable Plant List.  
-For reference: \*AEOC AV Shared RF System Channel Allocation chart.  
-For reference: \*AEOC AV Control System CONOPS/Touchpanel layouts & functionality guidance.  
\*Provided at the Pre-Bid Conference / Mandatory Job Walk.
- B. The Front End Specifications including Division 0, 1, 5, general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, which apply to and govern work in this section.

**1.2 DESCRIPTION OF WORK**

**A. Partial Project Implementation**

Due to budget challenges it is necessary for the AEOC Audio Visual System to be (initially) partially implemented. This Specification Document, the referenced Drawing Sets, and all related materials articulate the Full AV System Implementation and Build-Out, which will be fully realized at a future date TBD.

The AEOC AV System Baseline Implementation Addendum is provided with this Specification Document. The AEOC AV System Baseline Implementation Addendum, titled: "11130.1 Audio Visual System - Baseline" indicates the various items of equipment and related technical services (which are required for the future full implementation and build-out) that are to be excluded from the AV system for the initial implementation. For additional clarity, the AEOC AV System Baseline Implementation Addendum identifies the AV System's functional capabilities that are required at completion of the Baseline implementation.

Bidders are directed to develop their Bid Sheet responses to the RFP as follows:

Baseline Implementation

The Full AEOC AV System Implementation and Build-Out minus the excluded equipment and technical services as indicated in the AEOC AV System Baseline Implementation Addendum.

**B. Requirement for Bidders to Assure Provision, Planning, and Accommodation in Support of Future Full Implementation.**

Bidders are cautioned to assure their responses fully accommodate, anticipate, provision for, and support the following functionality & expectations per the AEOC AV System Design Package, and Supplemental reference drawings:

(a) Future addition of all identified additional equipment.

-AVC (Audio Visual Contractor) to provide/Install appropriate quantity of equipment racks as required to support future full implementation.

(b) Future logical physical placement of all identified additional equipment within the equipment racks.

-AVC to provide/provision appropriate blank spaces, logically positioned within the equipment racks as required to support future full implementation.

(c) Future appropriate intra-rack, inter-rack, and external connectivity of all identified additional equipment.

-AVC to provide/provision for future cable placement and dress within and among equipment racks to assure that maximum possible signal separation is maintained among the RF, LAN, Power, Video, Control, and (most critically), Audio signal paths.

-Where applicable, AVC to provide/provision for appropriate and adequate tail lengths & cable/connector protection to accommodate future termination at both ends of a cable run, where the final terminations will be completed in a future implementation. Protect cable tails and/or connectors adjacent to the future point of delivery at outlets, floor boxes, wall boxes, under raised floors, and throughout the facility by containing them within labeled plastic bags or similar protective material.

- C. **The work of this Section consists** of the provision and installation of all cable plant, materials, equipment, technical services (including delivery and installation labor, fixation of racks and equipment to relevant California Seismic standards, wiring and interconnection of all equipment, configuration of all equipment, programming of control systems and commissioning of all systems) as necessary and/or required for the complete execution of all audio visual equipment and related work for this project as required by the schedules, keynotes and drawings, including, but not limited to the following:
1. Unless otherwise specified in writing, supply only new equipment, parts and material, and protect all equipment from construction dust and debris until final acceptance. Operate only as required for testing as part of installation procedure. Provision of all Audio Visual Cable, Manufactured Components, Installation, Configuration, Testing, and Commissioning is the responsibility of a single Audio Visual Contractor (hereinafter AVC).
  2. The drawings indicate the general layout of the various items of equipment and their functional relationships. However, layout of equipment, accessories, and conduit systems in the drawings are diagrammatic unless specifically detailed and do not necessarily indicate every item required for a complete installation. It is the responsibility of the AVC to provide all accessories, minor items of incidental equipment, and configuration services as required to deliver complete and operable systems in full working order (even if such equipment or technical service is not specified or shown on the drawings) without any claim for additional payment.
  3. Quantities of all major installed and all portable equipment, including any add- or deduct- alternates, are indicated on the system and electrical drawings.  
It is the responsibility of the responding bidders to determine quantities of installed equipment by examining the functional diagrams, plans, and riser diagrams, and to supply items and quantities according to the intent of the Specification and Drawings in the AV Design Package, without claim for additional payment. Notify the Owner of any discrepancies in equipment part numbers or quantities before bid.  
Where applicable, quantities of portable equipment are indicated in schedules contained in the drawings or specifications.
  4. Refer to the Audiovisual Drawing Set (including AV Infrastructure, AV System, AV Shared RF System and all relevant detail sheets) for: conduits, receptacle back boxes, Audio Visual Devices (including

floor-mounted, wall-mounted, and ceiling-mounted) location and quantity information. Also refer to the Architectural Drawing Set (including plan, elevation and reflected ceiling plan sheets) to determine and coordinate location of all Audio Visual System Devices within the built space.

5. Verify equipment model numbers and conformance of each component with manufacturer's specifications.
6. Obtain all permits necessary for the execution of the work. Comply with all applicable local codes and regulations. It is the responsibility of the AVC to identify the relevant Authority Having Jurisdiction (AHJ) for each of the various components of work the AVC is performing on the project, and communicate with the AHJ to assure the AVC's efforts comply with all Federal, State, County, City or Facility codes, ordinances, and regulations that are in effect at the time of installation, including the Occupational Safety and Health Act. All services provided by the AVC shall be in accordance with the latest relevant standards, recommendations, best practices and (where applicable) regulations of the: (a) Electronic Industry Association (EIA), (b) Telecom Industry Association (TIA), (c) Underwriter Laboratory Inc. (UL), (d) National Electric Code (NEC), (e) National Fire Protection Association (NFPA), (f) American Society of Testing and Materials (ASTM), (g) Federal Communications Commission (FCC), (h) Insulated Power Cable Engineers Association (IPCEA), (i) American National Standard Institute (ANSI), (j) National Electrical Manufacturer Association (NEMA), (k) Building Industry Consulting Service International (BICSI), (l) International Communications Industries Association (ICIA), (m) Americans with Disabilities Act (ADA). If the equipment selection, indicated method of installation, or site conditions appear to present a conflict with any of the above, the AVC shall immediately identify the conflict in writing to the Architect & AV Consultant and work with them and other entities they identify to resolve the issue.
7. Fixate all AV devices as required to meet California Zone 4 Seismic Conditions. Supply and install miscellaneous steel (typically Unistrut), Grade-8 couplings, fittings, and related fixation materials as required: (a) above finished ceiling for projector mounting, (b) on walls for AV display mounting, (c) under all equipment racks that are located on raised floors as necessary to provide for appropriate transfer of load-bearing capacity to the under-floor slab. All seismic fixation is to be in harmony with the recommendations of the AHJ.
8. Required licenses including (where applicable) California C7 for Low Voltage work & C10 for Electrical work, insurance, and permits including payment of charges and fees.
9. Verification of dimensions, AV Infrastructure, and conditions at the job site.
10. Preparation of submittal information.
11. Development and implementation of the AV System Control Software Code installed in the Control System Processors and the AV Control Software Code and Control Panel Layouts installed in the Control System Touch Panels.  
Upon final AV System commissioning & functionality test approval (and as a condition of final payment), AVC shall provide the following to the Owner:
  - (a) The full, complete, open, non-compiled Source Code (including Programmer Comments/Code Notes & related production & configuration notes, module-specific information, and Device Assignment Schedules) for all Control System Processors and Control System Touch Panels.
  - (b) The Compiled (Installed) Code files for Control System Processors and Control System Touch Panels.Upon final payment to the AVC, the Open Source Code files and Compiled Code files shall become the property of the Facility Owner, at no additional charge to the Owner or Owner representative. AVC shall provide to Owner an in-perpetuity, limited license agreement permitting the Owner to modify the AVC-generated source code in connection with the maintenance and modification of the system for which it was written.

12. Development and implementation of the AV Equipment Configuration Files (where applicable). Upon final payment to the AVC, the AV Configuration Files shall become the property of the Facility Owner. Upon final AV System commissioning & functionality test approval (and as a condition of final payment), AVC shall provide the following to the Owner, at no additional charge to the Owner or Owner representative, and free of any licensing or use restrictions:
  - (a) Where applicable: the full, complete AV equipment configuration files (including applicable comments, notes & related device-specific configuration notes and assignment schedules) for all installed AEOC AV Equipment.
13. Implement the various Failover/Failback recovery capabilities that are articulated in the Video, Audio, Control and KVM components of the AV System Design Drawings. The drawing set indicates equipment intended to provide a critical level of resilience & survivability through the incorporation of redundant hardware and secondary paths for both information flow and equipment control. One example is the Failover/Failback capability indicated for the News & Information Display Array on the OCC's East Wall:
  - [1]Primary selection of Failover mode is via the control systems touchpanel.
  - [2]Secondary selection of Failover mode is via the facility LAN.
  - [3]Tertiary selection of Failover mode is via individual display IR remotes.The overarching design intent of the Failover/Failback capability is to assure continuous access to Critical News & Information, allowing execution of the Owner/Stakeholder's important mission even in the event of unanticipated Audio Visual System equipment failure.
14. AVC shall acquire, update, and install the most currently-available software/firmware for all items of AV equipment provided including Digital Signal Processors, Video Displays, Blu-Ray players, Control System Touch Panels, Control System Processors, Encoders, Tuners, Switchers, at no additional charge to the Owner or Owner representative, and free of any licensing or use restrictions.
15. Installation in accordance with the contract document, manufacturer's recommendation, and in conformance with applicable codes and the AHJ.
16. Extension of electrical service, including ground and (where applicable) Isolated Ground, to equipment locations if required.

17. Provide coordination among the Owner, County Procurement, and the Satellite News & Information Programming Provider to facilitate establishment of a recurring monthly authorization account for the DBS satellite receivers in the Audio Visual Shared RF System.

To assure the Owner qualifies for the lowest possible recurring monthly cost, AVC shall communicate to the Satellite News & Information Programming Provider indicating the application is:

- [1] A Government Critical Services Building.
  - [2] Closed to the public.
  - [3] Populated by Government personnel.
  - [4] Satellite equipment is being purchased, installed, and maintained under the oversight of the Government entity.
  - [5] The News & Information Programming will be distributed via a closed, modulated RF system.
18. Initial tests, adjustments, commissioning, written report, and documentation.
  19. Instruction of operating personnel.
  20. Provision of manuals.
  21. Maintenance services and warranty.
  22. The AVC shall coordinate its work with other trades to avoid causing delays in the construction schedule.

**D. Audio Visual Contractor Qualifications**

AVC Qualifications: To be considered qualified for this work, the contracting firm must satisfy relevant requirements posed in the Front End Specifications including Division 0, 1, 5, general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections. Additionally, the AVC must be experienced in the provision of audio visual systems similar in complexity to those required for this project, and meet the following criteria:

1. The AVC's primary business is the provision, fabrication, installation and configuration of professional integrated audio visual and related systems.
2. The AVC is able to substantiate relevant previous project experience integrating Audio Visual Systems for Critical Facilities, Emergency Operations Centers, and Command & Control projects.
3. The AVC has been regularly engaged in the installation and service of audio visual systems for a period of at least five years in Southern California, with an established sales, service, and installation office within 250 straight-line miles of the Indio, California project site.
4. The AVC is a Manufacturer-Authorized dealer for the major products to be furnished per the AV Design Package.
5. The AVC is an authorized dealer for the specified Audiovisual Control System, and factory trained in the installation, maintenance, and programming of such systems.
6. The AVC is, (at a minimum), an INFOCOMM-certified CAVSP Basic level certified solution provider, with at least (1) CTS-I certified full-time employee and at least (1) CTS (or C-EST) certified full-time employee. To be considered, the AVC must commit at least (1) CTS-I certified employee and (1) CTS certified employee to be on-site at the Project location for the duration of the installation, configuration, control system test/debug, and system commissioning phases of the installation.

7. The AVC certifies it will commit a Crestron DigitalMedia Certified Engineer (DMC-E) to be on-site at the Project location for the duration of the installation and termination of all DigitalMedia equipment, control system test/debug, and system commissioning phases of the installation.
8. The AVC certifies it possesses the required licenses including (where applicable) California C7 for Low Voltage work & C10 for Electrical work.

E. **AEOC Project Overview and AV System Design Philosophy**

The existing Alternate EOC is being relocated from the basement of the County Administrative Center (CAC), to the existing Sheriff's facility located south of the CAC. To assist the County with guidance relating to the application of Audio Visual systems within the new facility, Spectrum ITC Group was retained to develop the Audio Visual Program, and produce documents indicating the design intent for Audio Visual Systems supporting the Stakeholder's mission requirements.

The Audio Visual design concept for the AEOC facility is based on a model of standardized packages of audio visual equipment. Where it is practical, equipment packages are essentially duplicated, as seen in the PODS located in the room 107 Operations Command Center (OCC), and in the "Remote Rooms" 105, 108, 109, 111, and 112. Utilizing standardized equipment facilitates emergency repairs and provides the potential for elective equipment swap-out in cases of component failure. The designers also endeavored to standardize within equipment families. Staying within an equipment family leverages common control code sets and assures the development and programming of the control system's Graphical User Interface (GUI) is efficient and streamlined.

F. **Functional Requirements of Systems:**

**Operation Command Center "OCC" (Room 107)**

The OCC space of 2,193 square feet serves as the central command and control facility responsible for carrying out emergency preparedness and emergency management, or disaster management functions during an emergency situation, ensuring the continuity of operation of the county. This room seats approximately 58 people (see proposed seating layout in the drawing sets); the OCC houses 6 PODS that each hold 8 responder positions; there are 2 technician positions at the West end of the room (positions C-9 and C-10) along with 8 positions for the various directors, managers and chiefs (positions C-1 through C-8). The room is equipped with audiovisual equipment to support the important mission of the stakeholders & responders by providing various types of visual and audio communication as well as training and presentation capabilities. A connection point integrated into the lectern allows for guest presenter laptop display. The OCC features a raised floor system which allows flexibility in cabling and room set-up.

1) **Video Display:**

The **Primary Display** for Critical News & Information consists of a multi-screen Monitor Array comprised of thirty-two (46" diagonal, 16:9 aspect ratio) Flat Panel Displays arrayed in a 4 high x 8 wide configuration, centered on the OCC's East wall.

One **POD Display Flat Panel** (42" diagonal 16:9 aspect ratio) will be located at each of the six PODs to provide local team viewing of Critical News & Information relevant to the Processes, Procedures and Mission of the responders and stakeholders at each POD.

The **Secondary Display** consists of a motorized front projection screen mounted on the OCC's South wall, and one (16:9 aspect ratio), high definition projector mounted at the soffit on the North side of the room. The secondary display will be used mainly for training and non-emergency presentations.

An **\*Alternate Secondary Display** for Critical News & Information will consist of a multi-screen Monitor

Array comprised of sixteen (46" diagonal, 16:9 aspect ratio) Flat Panel Displays arrayed in a 4 high x 4 wide configuration, located on the OCC's South wall.

\*The decision to incorporate the Alternate Secondary Display in place of the Secondary Display Projector & Screen (indicated above) will be made by the Stakeholder's Project Team at a future date TBD.

2) Audiovisual Sources: A variety of audiovisual sources will be provided in the room for the Stakeholder's use which includes:

a) Audio Visual Shared RF System Component.

The Shared RF System Component receives, processes, and delivers a mix of critical News & Information television programming from sources that include National News via Satellite, Local programming delivered by the Cable TV provider, and Digital Over-the-Air (OTA) television content provided by various local broadcasters in the Indio area. The AV Shared RF System Component is primarily located in the Audio Visual equipment room 107A.

b) At the lectern:

[1] Connections for one laptop, and for one personal computer integrated into the lectern. DVD playback will be via the lectern's integrated computer.

[2] A wired gooseneck microphone.

[3] Two wireless microphones: one handheld and one lavalier.

c) At each POD:

[1] the local POD flat panel will provide display of Critical News & Information Television Programming distributed from the AV Shared RF System Component.

[2] The local POD flat panel will additionally display the screen image from the personal computer at POD position #7. DVD playback will be via the integrated personal computer at POD position #7.

d) At the Primary Display Data Wall:

Multiple AV image sources may be selected and concurrently displayed on the Primary Display including:

[1] Critical News & Information Television Programming distributed from the AV Shared RF System Component.

[2] The screen image from the personal computer at each POD position #7.

[3] The screen image from the four Dedicated Display Personal Computers (DDPC's) located in the Audio Visual Equipment Racks. The DDPC's provide the OCC room users with reliable, repeatable, and dedicated access to Critical Information including Maps & GIS data, Resource Lists (spreadsheet and customized database applications), Emergency Management Applications (e.g.: Web EOC, etc.), access to Internet based website Data, and the capacity to receive and display content from Streaming Media Devices and Services the County may employ in the future (Sling Box, etc.).

[4] The screen image from the personal computer in the Plans Room (109).

[5] The screen image from the personal computer in the Logistics Room (108).

[6] The screen image from the personal computer in the Conference Room (105).

[7] A dedicated DVD player located in the Audio Visual Equipment Racks.

[8] The screen image of the laptop or integrated personal computer located in the OCC lectern.

The selection, placement, and sizing of the various AV image sources on the Primary Display Data Wall is managed by the OCC users via control touch panels located in the OCC.

e) At the Secondary Display:

A single AV image may be displayed, selected by the OCC users from among the following



sources:

- [1] Critical News & Information Television Programming distributed from the AV Shared RF System Component.
- [2] The screen image from the personal computer at each POD position #7.
- [3] The screen image from the four Dedicated Display Personal Computers (DDPC's) located in the Audio Visual Equipment Racks.
- [4] The screen image from the personal computer in the Plans Room (109).
- [5] The screen image from the personal computer in the Logistics Room (108).
- [6] The screen image from the personal computer in the Conference Room (105).
- [7] A dedicated DVD player located in the Audio Visual Equipment Racks.
- [8] The screen image of the laptop or integrated personal computer located in the OCC lectern.

The selection of the AV image source on the Secondary Display is managed by the OCC users via control touch panels located in the OCC.

f) To Remote Rooms:

An AV image source and associated audio signal may be shared with other locations (Remote Rooms) in the AEOC facility. These rooms include the Conference Room (105), Logistics Room (108), Plans Room (109), Local Government / Race Radio Room (111), and Alt. Dispatch Radio Room (112). OCC users are able to select an AV image source and "Grant Access" to each Remote Room for viewing of the selected source. OCC users are also able to "Revoke Access" of the selected AV image source, if deemed necessary by the OCC Command Structure. AV image sources available for sharing with Remote Rooms include the following:

- [1] the screen image from the personal computer at each POD position #7.
- [2] The screen image from the four Dedicated Display Personal Computers (DDPC's) located in the Audio Visual Equipment Racks.
- [3] The screen image from the personal computer in the Plans Room (109).
- [4] The screen image from the personal computer in the Logistics Room (108).
- [5] The screen image from the personal computer in the Conference Room (105).
- [6] A dedicated DVD player located in the Audio Visual Equipment Racks.
- [7] The screen image of the laptop or integrated personal computer located in the OCC lectern.

The selection of the AV image source being granted to a Remote Room is managed by the OCC users via control touch panels located in the OCC.

Users in the Remote Rooms will have controls that allow them to select from among the following:

- [1] Critical News & Information Television Programming distributed from the AV Shared RF System Component.
- [2] The AV image source and associated audio signal granted from the OCC.
- [3] the screen image from a personal computer or laptop (TBD) located in the Remote Room.

Millwork is being provided by others. AV interface panels / connections and equipment integrated into millwork will need to be closely coordinated with the Architect and millwork vendor.

- 3) Audio Systems: The audio system will allow OCC users control and selection of audio sources. All audio inputs and outputs are mixed and processed for optimal performance. Speakers mounted flush within the OCC ceiling will be provided to distribute both media and speech audio.
  - a) Voice audio from the lectern will be reinforced for clarity throughout the OCC. In addition, a wired gooseneck microphone for general announcement use in the OCC room is provided at the technician's position (C-9 and C-10).

- b) An audio output signal from the OCC voice reinforcement system will be provided at the audio visual equipment rack for connection (by others) to the AEOC's VOIP telephone system. Paging, Mass Notification and VOIP telephone-related distribution of OCC voice reinforcement audio is being designed, engineered, provided, installed, configured, and maintained by others. Audio cabling to room 107A equipment racks from the VOIP phone system is being provided and installed by others. Any necessary signal adaptation or signal processing to accommodate the VOIP phone system audio input requirements shall be designed and provided by others.
- c) Each of the 58 OCC positions is enabled with a small touchpanel providing selectable channels of audio via the position's headphone. An OCC user at a position will use the touchpanel to select audio content and control the volume for his/her headphone. Content available to a user includes:
- [1] Audio associated with Critical News & Information television programming that is currently displayed on the Primary Display Data Wall, on the Secondary Display, or on the local POD flat panel.
  - [2] OCC user monitoring of 2-way radios. 2-way radios are being designed, engineered, provided, installed, configured, and maintained by others. Audio cabling to room 107A equipment racks from 2-way radios is being provided and installed by others. Any necessary signal adaptation or signal processing at 2-way radios to produce signals appropriate for AV system analog audio inputs shall be designed and provided by others.
  - [3] Audio from the position's personal computer (for Internet News & Information, media file and other streaming audio).
  - [4] Audio from the POD's personal computer at position #7, when it is currently displayed on the Primary Display Data Wall, on the Secondary Display, or on the local POD flat panel.
  - [5] Voice audio from the lectern.
  - [6] Audio associated with the PC integrated into the lectern, when it is currently displayed on the Primary Display Data Wall or on the Secondary Display.
  - [7] Audio from one of the DDPC's in the audio visual equipment rack, when it is currently displayed on the Primary Display Data Wall or on the Secondary Display.
- d) Assistive Listening System: A wireless assistive listening system is provided to meet the requirements of the Americans with Disabilities Act.
- 4) Video/Audio Routing: An analog and digital video & computer graphics matrix switch is provided for selection of video sources and transmission to the video wall and projector (and other destinations, as required). Audio and video functions will be controlled via the touch screen control panels.
- 5) AV Control System: A control system will be provided to unify and simplify the operation of the audiovisual equipment. Wired color touch screen control panels are provided at the lectern, at the technician's position (C-9 and C-10) and at the audio visual equipment rack in room 107A. The touch panels will be programmed with an intuitive, user-friendly graphical user interface (GUI) that provides for repeatable, simple control of multiple capabilities, features, and devices including but not limited to:
- [1] Room lighting presets (via lighting dimming systems by others).
  - [2] Primary & Secondary Display operations (on/off, image selection, etc.).
  - [3] Audio source selection and volume levels.
  - [4] Video source selection.
- Wired touch panels at each of the 58 user positions in the OCC will provide position-specific selection of audio content for the position's headphone connection.

### **AV Equipment Room** (107A)

The Audiovisual Equipment Racks are located in room 107A adjacent to the OCC room 107. The equipment racks house the "Backroom" components of the Audio Visual System, as well as the Tuners, Encoders, Modulators, and RF Distribution Components of the AV Shared RF System. Bidders are directed to review the AV Design Package Drawings which indicate the location of the Equipment Racks, South Wall Backboard, and antenna locations on the roof of room 107A.

### **Remote Rooms** (Rooms 105, 108, 109, 111, 112)

The AEOC's five Remote Rooms are located within the AEOC facility, exterior to the OCC room. The Remote Rooms are moderately-sized conference/breakout/meeting type spaces with various basic audio visual capabilities. Based on user requirements there are slight variations among the five Remote Rooms. Bidders are directed to review the AV Design Package Drawings to become familiar with the intended Video Display(s), Audiovisual Sources, Audio Systems, Video/Audio Routing, and Control Capabilities within the five Remote Rooms.

#### **G. Related work specified elsewhere** (if applicable):

1. General Requirements - Division 01
2. Miscellaneous Metals - Division 05.
3. Rough Carpentry - Division 06.
4. Finish Carpentry - Division 06.
5. Gypsum Drywall - Division 09
6. Electrical Work including all power and grounding systems; conduit, raceway and cable tray systems; loudspeaker enclosures and power requirements, Low Voltage Distribution, Communications, Sound & Video - Division 16.

#### **H. Definitions:**

1. Octave and 1/3-Octave Bands: Centered on ANSI preferred frequencies.
2. Sound Level Meter and Filter Set: Calibrated ANSI Type 1 meter with ANSI S1.11-1966 1/3 octave band filters.
3. Pink Noise: Constant energy in constant percentage bands, random or quasi-random noise.
4. Loudspeaker Power Rating: Based on pink noise test signal with 6 dB peak-to-average ratio, bandwidth as stated.
5. Loudspeaker Coverage Pattern: Nominal angular coverage included at -6 dB points relative to axial response, bandwidth as stated.
6. DI: Axial directivity index.
7. Loudspeaker Sensitivity: Axial level in dB with 1 watt input at 1 meter distance.
8. SPL: Sound pressure level in dB re 0.00002 Pa (0.0002 microbar).
9. Power Amplifier Output Power Rating: Based on continuous average sine wave test signal. Load impedance and bandwidth as indicated.

10. Amplifiers and Signal Processors: Frequency Response, Distortion, and Hum and Noise re: full rated output level.

I. **Work Furnished and Installed By Others:**

1. See the AEOC AV Infrastructure Drawing Set and the two multi-page "AEOC Delineation of Work among RCIT\_AVC\_EC" documents for details and coordination of work regarding AV-related Conduits, Electrical Power Service and Grounding, Floor Boxes, In-wall back boxes, Ceiling Boxes, Structural Wall Backing for flat panel monitors, Antenna Support Structure, and Electrical Power that are indicated and being provided & installed by others. It is the Bidder's responsibility to verify the completeness of the AV Infrastructure work done by others, and appropriateness of the AV Infrastructure to meeting the overall Audio Visual System Design Intent. AVC to provide all inserts, cover plates, terminations, as required for a complete, finished, working system.
2. Computers/Laptops and related monitors/keyboards/input devices (mice), are being provided by others. AVC shall provide the four (4) DDPC computers with Dual DVI output cards (no HDCP) located in room 107A equipment racks (reference AV System Drawing Sheets AV-404 & AV-407).
3. Provision & Delivery of IT services including Facility LAN and AV-Subnet LAN at specific locations.
4. Provision and Delivery of Local Cable TV in Clear-QAM format into room 107A.
5. Provision and Installation of Cable and Required Signal Processing for connection to the VOIP Telephone System.
6. Provision and Installation of Cable and Required Signal Processing for connection to the eight 2-way radios.
7. HVAC Ventilation/Cooling.
8. Radios, Telephone, Paging, Emergency Mass Notification systems.
9. Facility Building Permits, Taxes, Fees, and Compliance with Codes & Requirements including Fire, Seismic Safety, and ADA.
10. POD furniture, Console furniture, Lectern, Lighting Fixtures, and all other Furniture are supplied by others.
11. AVC shall provide and install every item of equipment shown in the AV Design Package Drawings unless the item of equipment is specifically identified as "OFE" (Owner Furnished Equipment).

**1.3 BID SUBMITTALS**

- A. Instructions to Bidders: To be considered, Bids must be made in accord with the Architect's Instructions to Bidders and this Article.
- B. Examinations: Carefully examine the contract documents and the construction site to obtain first-hand knowledge of existing conditions. AVC will not be given extra payments for conditions that can be determined in advance by carefully examining documents or performing a through, detailed site inspection. AVC will not be relieved of any obligations with respect to bid. AVC is responsible for a complete and working system.
- C. Questions: Submit all questions about the contract documents in writing via email, placing the following at the start of the email's subject line: "**AEOC Pre-Bid Request for Information**". Replies requiring changes

to the contract documents will be issued to all bidders as addenda and will become part of the Contract. The Architect and/or AV Consultant may give but will not be responsible for oral clarifications. Submit all questions no less than 10 days before bid date; questions received after the deadline will not be answered and AVC will not be relieved of any obligations with respect to bid.

- D. **Acceptable Products:** Equipment Manufacturer and Model #'s identified herein indicate a standard of quality and previous performance within the EOC environment. Other manufacturer's products will be considered subject to approval of complete technical data, samples and results of independent testing of proposed equipment, submitted in accordance with Division 1 requirements and with the process outlined in section **1.5 Substitutions**, below.
- E. **Equipment Availability:** Verify with manufacturers availability and cost of all equipment proposed, including equipment specified herein. No cost increases will be allowed for manufacturers' cost increases, or for substitutions required because of unavailability of proposed equipment.
- F. **Basis of Bids:**
  1. Submissions will be provided in hard copy following the format described below.
  2. Include a complete itemized list for each system indicating the manufacturer, model number, unit cost and total costs for all specified items. Clearly indicate the total cost, including all expenses to allow the Owner to select any or all to be included in the contract.
  3. Organize each list with the information presented, in the order that it appears in this specification, in 7 columns from left to right:

Example:

Paragraph #	Paragraph Title	Manufacturer & Model Number	Qty.	Item Retail Price (List Price)	Item Discounted (Selling) Price	Item Extended Discounted (Selling) Price
<b>Section 2.2</b>	<b>OCC Loudspeakers</b>					
2.2.D	Ceiling Loudspeakers	JBL Control 26CT-LS	#	\$\$	\$\$	\$\$\$\$

4. At the end of each list indicate the cost of all other items such as for delivery, miscellaneous equipment, engineering, installation labor, configuration, control system programming, overhead, taxes, etc.
5. If applicable, on a separate list indicate costs of any specified add- or deduct-alternates with the information presented in the same manner.
6. Include a list of any equipment that the Bidder feels was omitted from the specification but which is required to produce a fully functional system. If the Bidder brings any omitted equipment to the attention of the Client or AV Consultant AFTER the bid, a change order will not be honored and AVC will not be relieved of any obligations with respect to bid. The bidder is responsible for a complete and working system.

7. Include a listing of any voluntary alternates proposed by the bidder as substitutions or additions to the specified systems. (See also section **1.5 Substitutions** for additional guidance).
8. Identify any sub-contractors and indicate the work they are to do.
9. Provide documentation of ability in installing similar systems. Furnish the names, addresses and telephone numbers of the System Designer, Architect, General Contractor and Owner on three projects similar in scope, in the greater Southern California area , which the AVC has installed within the last 5 years.
10. Include certification of ownership and full familiarity with the operation of the following (or applicable similar) typical test equipment. Provide a list of the manufacturer and model number for each item of test equipment.
  - 1) SMAART, EASERA or similar measurement platform that includes a laptop computer, audio preamp, Type 1 measurement microphone and all necessary cables stands, etc. to complete the system.
  - 2) AC impedance bridge.
  - 3) Sound level meter and octave band filter set.
  - 4) Digital Multimeter.
  - 5) Calibrator with appropriate microphone adapter similar to General Radio, Norsonic, or Rion calibrators.
  - 6) Random or pseudo-random pink noise generator.
  - 7) Cable Tester (suggested: Sescom CT-1A).
  - 8) Loudspeaker polarity indicator (suggested: BSS Audio AR130,).
  - 9) Photometer with luminance and illuminance probes.
  - 10) TriStimulus Color Analyzer with Laptop computer.
  - 11) Multi-frequency computer RGB test pattern generator (suggested: Extron VTG-300, VTG-400Dor VTG-400DVI).
  - 12) HDMI test pattern generator (suggested: TV One 1T-TG-620 HDMI Pattern Generator or Sencore MP500).
  - 13) Signal Level Meter (Trilithic Model Three or equal).
  - 14) Leakage Detector (Trilithic Seeker Lite2 or equal).
  - 15) Optical Loss Test Set (Trilithic TFS-401 or equal).
  - 16) OTDR (Trilithic TFS-2500 or equal).
  - 17) Corning OTS-600 Series Optical Test Set (OTS-6MDSD or equal).
  - 18) CAT Cable Tester (Fluke DTX-1800 CableAnalyer or equal).
  - 19) WiFi Tester (Fluke AirCheck or equal).
  - 20) WiFi Analyzer (Fluke AirMagnet or equal).

#### **1.4 QUALITY ASSURANCE**

- A. Project Management: Maintain the same person in charge of work throughout installation.

- B. Contract Documents: Maintain a complete set of system drawings and specifications at the site at all times during installation.
- C. Fabrication and Installation: Fabricate all equipment racks and subassemblies. Make field connections of all audio visual wiring to equipment, equipment racks and connection panels. Continuously supervise the installation and connections of cable and equipment.
- D. Subcontractors: The AVC may sub-contract to have specialty field and shop work done by others.
  - 1. It is anticipated that the following EOC-related AV work may require the AVC to utilize specialized outside sub-contracted technical service providers:
    - a. Touch Panel Control System Development & Coding.
    - b. AV Shared RF System configuration.
    - c. News & Information Monitor Wall Array mounting structure fabrication and installation.
  - 2. The AVC shall submit the names of proposed firms considered for sub-contract work (along with identifying information on the individuals providing services) to the AV Consultant and Owner for approval prior to engaging their services.

## 1.5 Substitutions

- A. The Alternate Emergency Operations Center (AEOC) Project supports a Mission that is Highly Specialized and operates in Critical Conditions involving Public Safety and Homeland Security. A follow-on project is planned to develop a larger, comprehensive facility that will function as the Primary Emergency Operations Center for the region.

Discussions during the AEOC AV Program Phase identified a requirement that (where possible and practical), the future Primary EOC Audio Visual systems shall have a commonality of design, operation, and user experience with those in the AEOC. The intent is to assure stakeholders, responders and support staff the ability to move between the two facilities with a high degree of "Commonality of Operational Experience", minimizing the potential for confusion in the fog of war conditions that often occur during Emergencies. In-line with this goal, the AEOC AV design seeks to establish a standard that will be substantially replicated in the Primary EOC.

Accordingly, the items of equipment (including the Manufacturer & Model #s), articulated in this document and in the AV Design Package & Drawing Sets have been identified based on previous successful application in Emergency Operation Centers. To maintain the integrity of the AEOC's integrated AV system design (and the subsequent application of the AV design into the future Primary EOC), substitution of equipment will be considered only where the bidder demonstrates (at the bidder's own cost and expense and to the satisfaction of the AV Consultant and Architect), that:

- (1) The proposed substitution has equal or superior technical characteristics to the named product.
- (2) A Performance, Service, or Cost rationale exists for expending time and effort required to consider a substitution.
- (3) The proposed substitution is in harmony with the design intent expressed through the drawings and other documents in the AV Design Set, and will interface, connect, and operate with the other equipment in a manner that honors the overall integrated system design.

- B. Basis:

A formal request must be made for the substitution documenting fully the requestor's reasons. Include complete data on the proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified or

named by Addenda, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to separate contracts. Accompany the request by accurate installed cost data on the proposed substitution in comparison with the product specified. To obtain approval for substitutions or for items identified as "approved equal", submit written requests at least 10 days before bid date. Requests received after this time will not be considered. If the product substitution is judged as acceptable and is deemed practical & beneficial to the interests of the project, an election may be made by the AV Consultant and Architect to allow the substitution.

C. Consideration:

1. A request for substitution is a representation by the AVC that:
  - a. The AVC has personally investigated the proposed substitution and determined that it is equal or superior in all respects to that specified.
  - b. The AVC will provide the same warranty for the substitution, as for what was originally specified.
  - c. The cost data presented are complete and include all related costs under this Contract, but exclude costs under separate contracts and exclude Architect's re-design costs, and that the AVC waives all claims (which may subsequently become apparent ) for additional costs related to the substitution.
  - d. The AVC shall indicate whether the substitution presents any cost impact on work by other trades.
  - e. The AVC will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
2. If accepted, the substitution will be documented by Change Order modifying the Specification. The Contract Price will be changed only if the substitution results in overall cost savings to the Owner.

**1.6 SUBMITTALS**

- A. Coordinate all submittals with requirements set forth in Division 01.
- B. CAD drawings will be in AutoCad 2010 dwg format and portable document format (PDF). All other submissions unless otherwise stated will be provided as PDFs.
- C. General:
  1. Submissions shall be provided in electronic and hard copy format. Electronic format shall be delivered as combined PDF files via FTP posting, CD-ROM, DVD, or e-mail.  
Where applicable, "editable electronic formats" shall be in AutoCad 2010 dwg format.
  2. Delivery Schedule:

By date specified for delivery of bid package provide:

    - 1) Basis of bid documents, including:
      - a) Itemized equipment costs for specified equipment or APPROVED substitutions.
      - b) Qualifications/References.
      - c) Certifications (including certificate of bonding, if required).
      - d) Proposed payment terms.
    - b. No later than 15 business days following award of contract provide the following in one unified package:



- 1) Shop drawings.
  - 2) \*Bill of materials.
  - 3) Manufacturer product data sheets.
  - 4) Control system layouts and digital signal processing configurations.
- c. One week before acceptance testing (system "check-out") provide:
- 1) System test and certification reports.
  - 2) Manufacturers' equipment owner's manuals.
  - 3) One (1) draft copy of user operational manuals.
  - 4) One (1) draft copy of "as-built" system diagrams.
- d. Within 15 days after final acceptance testing visit provide:
- 1) Final as-built system diagrams in hard copy and editable electronic file formats.
  - 2) A final user operational manual in hard copy and editable electronic file formats.
  - 3) Control software for AV Control System, digital signal processors, and other programmable devices. Include complete job-specific source code files for Control Processor(s) and Touch Panel(s).
  - 4) Custom finish material samples, if applicable.
3. \*Do not order equipment until the bill of materials has been reviewed and approved by the AV Consultant.
4. Approval for isolated items will not be considered, except by prior written AV Consultant authorization.
5. Rejected items and items requiring correction must be resubmitted at one time, unless authorized otherwise.
6. Provide all final as-built submittals on CD-ROM unless otherwise directed by the Architect or Owner.
- D. Shop Drawings and Product Data:
1. General
    - a. The following is required for approval, prior to ordering product, fabrication and installation. Provide three (3) copies unless otherwise specified. Submit complete and at one time. Isolated items will not be considered for approval, except by prior written authorization. Rejected items and items requiring correction must be resubmitted at one time, except by prior written authorization.
    - b. Submittals shall be provided as complete electronic PDF files and (3) hard copies. The PDF files and hardcopies will include the following:
      - 1) A single collated file of the Bill of Materials for each system, listed in the order it appears in this specification, configured to print on standard 8-1/2" x 11" paper.
      - 2) A single collated file of all cut sheets for equipment listed in this specification configured to print on standard 8-1/2" x 11" paper.
      - 3) A single collated drawings file configured to print as full-size.
      - 4) Control system layouts and digital-signal-processing configurations.

- c. The diagrams and details included with these specifications, modified to reflect the stated requirements and to reflect the details of the system as awarded, and including all additional required information, may be used in preparing shop drawings. Drawings that are submitted without the necessary modifications will be rejected.
- d. All drawings shall be drawn on a computer-aided drafting (CAD) system.

2. Bill of Materials and Catalog Data Sheets of all manufactured items

- a. At the end of the Bill of Materials include Catalog Data Sheets ("cut" sheets) for all product arranged in the order listed in the specifications and in the Bill of Materials. Submit in bound form using a 3-ring, GBC or similar binding, and including a cover page identifying the project and submittal. Organize the Bill of Materials with the information presented in the order that it appears in this specification, in 7 columns from left to right:
  - 1) Paragraph number as it appears in this specification.
  - 2) Paragraph title as it appears in this specification.
  - 3) Manufacturer.
  - 4) Model number.
  - 5) Quantity.
  - 6) List (Retail) Pricing
  - 7) Discounted (Selling) Pricing
  - 8) Comments (if any are needed).

Example:

Paragraph #	Paragraph Title	Manufacturer & Model Number	Qty.	Item Retail Price (List Price)	Item Discounted (Selling) Price	Item Extended Discounted (Selling) Price
<b>Section 2.2</b>	<b>OCC Loudspeakers</b>					
2.2.D	Ceiling Loudspeakers	JBL Control 26CT-LS	#	\$\$	\$\$	\$\$\$\$

3. Shop Drawings to include;

- a. Block diagrams indicating proposed connections of all equipment and indicating equipment types and model numbers. Indicate all chassis cages, modules, cards, and outboard interconnected devices required for a complete working system.  
 Where applicable, harmonize selection of I/O ports on input and output of all selection/matrix devices to provide visual symmetry and coordinate among related equipment.  
 For example, If Video Selector input #1 is fed from Computer #1 video then related Audio Selector input #1 shall be fed from Computer #1 audio.  
 Where possible and practical:  
 [1] Assign I/O's to run sequentially for related devices eg: "tuner #1, tuner #2, tuner #3 assigned to sequential ports.  
 [2] Assign loop-outs or loop-returns on selector devices to the highest numbered ports.
- b. Equipment room layouts and equipment rack elevations depicting equipment locations within the racks, cabinet details, and ladder trays supporting cable runs among racks and to/from delivery points throughout the facility. Indicate the proposed standards for Vertical and Horizontal Cable Management within and among equipment racks. Specifically indicate the proposed in-rack cable management standard for mitigation of signal interference among cables carrying: Low-Level Audio, Amplified Audio, Digital Video, Control, Electrical Power, and RF (CATV).  
 Indicate appropriate intended equipment rack seismic attachments and (where applicable) under-floor structural supports.
- c. Video Projectors: Provide plan and section drawings verifying image width, lens-to-screen distances and mounting methods. Provide detailed drawings of custom-fabricated or stock mounts and hardware, as well as locations of auxiliary electronic devices, such as digital media receivers.
- d. Projection Screens: Provide elevation drawing for each projection screen showing floor, ceiling, and screen, with screen size and dimensions for extra drop and image height above the floor indicated.
- e. Flat Panel Displays and Wall Arrays: Provide drawings showing displays, display mounts, method of attaching mounts to structure, and locations of auxiliary electronic devices, such as digital media receivers. For Wall Array Support Structures provide drawings stamped by a certified structural engineer indicating review and approval of indicated structural supports.

- f. Cameras, Antennae, Monitors, and Control Panels: Provide drawings in plan and section detailing the mounting arrangements and orientation for video cameras, video monitors, antennae and control panels.
- g. Loudspeaker arrays or clusters: Provide drawings showing arrangement of all arrayed loudspeaker components, showing physical arrangement and orientation as well as structural support and any nearby architectural components affecting the coverage provided by the arrayed loudspeakers. Where applicable, provide drawings stamped by a certified structural engineer indicating review and approval of indicated structural supports.
- h. Submittals as required by specifications.
- i. Others as required by Architect or AV Consultant.

4. Audiovisual Control System and Digital Signal Processing:

- a. Detailed control panel layouts and control logic notes, prepared by the control system programmer:
  - 1) Provide tree diagrams indicating signal flow for review and approval by AV Consultant.
  - 2) Upon approval of the above #1 by AV Consultant, and prior to beginning control system code development, provide color draft set of control system touchpanel layout diagrams for review and approval by Owner and AV Consultant, noting all comments from prior review. Page graphic information will include text, buttons, colors, images, and backgrounds as well as page flips, sub-pages and overall page logic flow
  - 3) Upon approval of the above #2 by AV Consultant, provide control system touchpanel programming file for final review and approval by Owner & AV Consultant, noting all comments from prior review.
- b. Detailed layouts for digital signal processors:
  - 1) Signal flow diagrams.
  - 2) Detail presets and interconnection to audiovisual control system.

E. Samples:

- 1. Finish for racks and loudspeaker grilles.
- 2. Mechanical signal connectors for use in wiring.

F. Test Reports: Upon completion of SYSTEM PERFORMANCE TESTS AND ADJUSTMENTS specified in PART 3 - EXECUTION, submit for approval in writing test results including numerical values for all measurements. Also submit written certification that the installation conforms to specifications, is complete and operable, and is ready for FINAL ADJUSTMENTS AND ACCEPTANCE TESTS specified in PART 3 - EXECUTION. Provide three (3) copies unless otherwise specified.

G. Operation and Maintenance Data - Coordinate with Division 01

- 1. Draft Copies: At time of FINAL ADJUSTMENTS AND ACCEPTANCE TESTS specified in PART 3 - EXECUTION, provide draft copies of all specified diagrams, schedules and manuals for inspection during demonstration and acceptance testing. Submit final copies of documents within 15 days of project acceptance date. All drawings shall be drawn on a computer-aided drafting (CAD) system using AutoCAD 2010. For AVC-prepared drawings, schedules and instructions, provide three (3) draft copies and two (2) final copies for inclusion in specified Complete Instruction and Maintenance Manual, unless a different quantity is otherwise specified.

2. Functional Diagrams: Simplified single line block diagram showing interconnection of all major equipment components and functional relationships. Illustrate all receptacles, patch panel jacks, attenuators, transformers, switches, and loudspeakers. Key each patch panel jack to the patch bay by row and jack number. Diagram shall not illustrate terminal or interconnection cable number designations. The Functional Diagram included with these specifications, modified to exclude details, transformer tap designations, etc., and to provide the information described above and any as-built changes, is suitable for this purpose. Complete on a single sheet of minimum size 24" by 36", preferred size is "E1". Mount one photographic, wash-off mylar or rag paper photocopy print of each system behind acrylic at locations to be determined.
3. As-Built Diagrams:
  - a. The intent of the diagrams is to provide sufficiently clear and complete information that a technician of average skill may efficiently troubleshoot and service the system, even if unfamiliar with the installation.  
Wherever possible, the preferred size is "E1".
  - b. Provide drawings showing all terminal blocks, connectors, relays, switches, transformers, attenuators, equipment components, and wires. Label all devices with manufacturer, model number, and reference number (e.g. "SW 15", "TB 6"); reference numbers shall be consistent across all drawings with no repetitions. As a minimum, provide an expanded version of the functional diagrams with cables fanned out at termination points and all labeling as specified above; provide additional drawings where system complexity does not permit complete information to be shown legibly on an individual sheet no larger than the project sheet size. Provide labels for cables continued to/from other drawing sheets, indicating termination device, terminal numbers, and drawing sheet on which the termination is shown.
  - c. As-built drawings are to include full connection information for each termination of conductors within a cable, either on the drawing itself via cable breakouts or by designating the connection type and providing separate details for each connection type.
  - d. Provide layout drawings of panels and other custom assemblies containing switches, relays, terminal blocks, receptacles, etc., using reference numbers to identify physical locations of devices or label devices with reference numbers in a location visible while viewing cable terminations. On wiring diagrams, label all conductors within cables for insulation color or other identifier. Label connectors, barrier strips, switches, relay sockets, etc., for terminal number. If device does not provide terminal designations, provide key diagram for reference.
4. Receptacle Location Plan: Plan of area showing locations and designations of all receptacles.
5. Building Plan: Plan drawing of the building indicating the areas covered by the various zone volume controls.
6. Control Setting Schedule: Fully document the settings of all non-user-adjustable controls. This includes power amplifier gain controls, equalizer settings, etc.
7. Complete Instruction and Maintenance Manual: Prepare in the form of an instructional manual for use by Owner's personnel. Provide one (1) draft copy and two (2) final copies unless otherwise specified.
8. Format:
  - a. Size: 8-1/2" x 11", 20 lb. minimum weight white paper for typed pages, either manufacturer's printed data, or neatly typewritten.
  - b. Drawings: Provide reinforced punched binder tab, bind in with text. Fold larger drawings to size of text pages. Clear plastic "binding tape" (not "Scotch" tape) applied to edge of sheet and then punched is acceptable.

- c. Single-sheet product literature and AVC-prepared pages: Provide reinforced punched binder tab. Clear plastic "binding tape" (not "Scotch" tape) applied to edge of page and then punched is acceptable.
- d. Provide indexed tabs and flyleaf for each separate product, or each piece of operating equipment. Include typed description of product, and major component parts of equipment.
- e. Cover: Identify each volume with typed or printed title "AEOC Audio Visual Systems Operating & Maintenance Instructions".
- f. Binders:
- g. Commercial quality three-ring binders with durable and cleanable plastic covers, 1" minimum, 2" maximum ring size.
- h. When multiple binders are used, collate the data into related consistent groupings.

9. Content of Manuals:

- a. Neatly typewritten table of contents for each volume, arranged in systematic order. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- b. AVC, name of responsible principal, address and telephone number.
- c. Certificate of Warranty for the system as a whole as well as copies of the manufacturer's warranty for each equipment item.
- d. Service Contract. Include a preliminary schedule for the specified semi-annual site visits.
- e. Complete as-built diagrams for systems.
- f. Functional Diagram.
- g. Receptacle Location Plan.
- h. Building Plan.
- i. Original copies, high-quality laser printer printouts of PDF files, or high-quality photocopies of manufacturers' installation, operation, and service manuals, including schematic diagrams for each equipment item.
- j. Shop drawings of all custom-fabricated items.
- k. Control Setting Schedule.
- l. Audiovisual Control System:
  - 1) Color printouts of touch screens control panel graphic layouts, as installed.
  - 2) Listing of system brand, models and all associated peripherals.
  - 3) CD-ROM containing: [1] the processor programs (control processor code including all macros) for all control processors, [2] the touch screen display/touch panel programs (touchpanel code including all macros) for all control touch screens/touchpanels, all programming, communication, or other project-specific software required for re-programming. The Open Source Code files and Compiled Code files shall become the property of the Facility Owner, at no additional charge to the Owner or Owner representative. AVC shall provide to Owner an in-perpetuity, limited license agreement permitting the Owner to modify the AVC-generated source code in connection with the maintenance and modification of the system for which it was written.

- m. Software for Programmable Devices: Where a computer has been used in programming system components, provide CD-ROM or DVD containing the software, instructions for making interconnections to the programmed devices for the purpose of modifying the programming, and an in-perpetuity, limited license agreement permitting the Owner to modify the AVC-generated source code in connection with the maintenance and modification of the system for which it was written.
- n. All applicable software and hardware licenses to be documented and original copies of the license provided to owner.

## **1.7 JOB CONDITIONS**

### **A. Sequencing and Scheduling:**

1. Coordinate work with adjacent work of other trades to facilitate construction and prevent conflicts.
2. Afford other trades reasonable opportunity for installation of work and for the storage of materials.
3. Staff the job to keep pace with the other Trades; otherwise, the Architect will require an increase in force or overtime work without additional expenses to the Owner.
4. Abide by the decision of the Architect in case of conflict or interference by other trades.
5. Refuse: Remove all refuse from the job site to the satisfaction of the Architect and Owner.

### **B. Insurances on the work of this specialty trade shall be provided as specified in Division 01.**

## **1.8 WARRANTY**

- A. Warrant all equipment to be free of faulty workmanship and defects and from damage due to contamination by construction dust and debris for a minimum period of one year from date of final acceptance.
- B. Emergency service: Within 24 hours of notification, restore the system to operation, replacing defective materials and repairing faulty workmanship. Make temporary repairs and provide loaner equipment at no charge if defective materials cannot be permanently replaced or repaired within this 24 hour time period.
- C. Paint and exterior finishes, fuses, projection lamps are excluded from above warranties except when damage or failure results from defective materials or workmanship covered by warranty.
- D. The minimum warranty provisions specified above shall not diminish the terms of individual equipment manufacturers' warranties.
- E. Administer all individual equipment manufacturers' warranties throughout the stated original equipment warranty, to include: travel to/from the project site, fault analysis, removal, repair, and replacement/reconfiguration of equipment.

## **1.9 SERVICE CONTRACT**

- A. Provide a two-year service contract to commence after acceptance of installation without additional cost. Service to include two semi-annual visits to the site (coordinated with facility owner), for routine adjustment and maintenance of all equipment. Provide a preliminary schedule for the semiannual visits.
- B. 90 days from the end of service contract, provide the owner with a proposal for continued service during the next year(s).

**1.10 TRAINING**

- A. The Owner may assign personnel to participate with the AVC during installation. Without delaying the work, familiarize the Owner's personnel with the installation, equipment, and maintenance.
- B. During tests and adjustments, permit the Owner's personnel to observe. When practical and possible, explain the significance and results of each test.
- C. Provide 24 hours of training to personnel selected by the Owner on operation and basic maintenance of all systems and equipment. Explain operation of control systems, set-up and operation of individual pieces of equipment and functions of overall systems. Demonstrate touch-panel selection of image sources and placement of the images on various sized segments of the News & Information Display Wall Array. Demonstrate execution of Failover/Failback capability for Video, Audio, Control and KVM components of the AV System.
- D. Provide an hourly cost for additional training, separate from the bid response quote.

**1.11 INSPECTION**

- A. Notify the Architect of any defects in work by other trades affecting installation.



**Part 2 Products**

**2.1 Product List**

A. The product lists below are for reference and equipment recommendation only. These lists do not constitute complete equipment lists. Auxiliary parts and quantities are not represented. **It is the AV AVC's responsibility to bid a complete and working system.** See the Drawing Sets (AV Infrastructure, AV System, AV Shared RF System) and applicable Delineation of Work documents and Addendums for details. No provision will be made after the bid for any equipment omitted from the bid that is required to complete a working system as described in section 1.2: DESCRIPTION OF WORK.

**2.2 Product List by System Type**

Description	Manufacturer	Model Number
<b>A. OCC POD's</b>		
Audio Matrix Switcher (for headphones)	Extron	MAV Plus 2412A
Headphones (400 ohms)	Beyerdynamic	DT102
Headphone Amplifier	Behringer	PRO-8 HA8000
Headphone Audio Source Selection Control Panel	Crestron	TPMC-3SMD-B-S
Headphone Audio Source Selection Control Panel Table Top Mount	FSR	DSKB-2G
Headphone Amplifier / Volume Control	RDL	DB-SH1
42" LCD Monitor with Built in Tuner	NEC	V423-AVT
Digital Media Receiver / Scaler for 42" LCD Monitor	Crestron	DM-RMC-SCALER-C
Swivel Mount Stand for LCD Monitor AVC to bolt onto credenza – verify location with owner.	Chief	MSS 6000B
*POD End-Cap Credenza with internal equipment rack Includes Casters, Fan Ventilation Pack. Color Finish may vary TBD. * Provided By Others	Middle Atlantic	Frame: C5F2 Exterior: C5K2-CSD-AG
Rack Power Conditioner / Sequencer	Furman	PS-Pro II
1 X 4 Video Distribution Amplifier (verify signal type with AV Consultant and client)	TBD	TBD
PC Transmitter (PC provided by owner)	Crestron	DM-TX-201-C
Touch Screen Control Panel	Crestron	TSW-1050-B-S
Table Top Mount for Touch Screen Control Panel	Crestron	TSW-1050-TTK-B-S
Control Processor	Crestron	CP3N
Ethernet Switch	Crestron	CEN-SWPOE-16
<b>B. OCC C-Desks</b>		
Headphones (400 ohm)	Beyerdynamic	DT102
Headphone Audio Source Selection Control Panel	Crestron	TPMC-3SMD-B-S
Headphone Audio Source Selection Control Panel Table Top Mount	FSR	DSKB-2G
Headphone Amplifier / Volume Control	RDL	DB-SH1

	Headphone Mixer	RDL	ST-MX2
	Stereo to Mono Combiner	RDL	STD-150
	Touch Screen Control Panel	Crestron	TPMC-V15-Tilt-B
	Gooseneck Microphone	Shure	MX418/C
	Microphone Preamplifier for Gooseneck Microphone	RDL	STM-2
<b>C.</b>	<b>OCC Lectern</b>		
	Gooseneck Microphone	Shure	MX418/C
	Microphone Preamplifier for Gooseneck Microphone	RDL	STM-2
	Dual Wireless Mic System (in Equipment Room)	Shure	ULXP4
	Beltpack	Shure	ULX1
	Lavalier	Shure	WL50B
	Handheld	Shure	ULX2/58
	Antenna Combiner (in Equipment Room)	Shure	UA221
	Touchscreen Control Panel	Crestron	TPMC-V12-B
	19" Computer Monitor	NEC	EA192M-BK
	HDMI to DVI Cable for 19" Video Monitor, PC, and Laptop (Length as required)	Crestron	CBL-HD-DVI-X
	PC VGA / HDMI Transmitter (PC w/DVD provided by owner)	Crestron	DM-TX-201-C
	Wall Plate VGA / HDMI Transmitter	Crestron	DM-TX-200-C-2G
	Wall Plate Table Top Mount	FSR	DSKB-2G
<b>D.</b>	<b>OCC Loudspeakers</b>		
	Ceiling Loudspeakers	JBL	Control 26CT-LS
	2-Channel Amplifier for Ceiling Speakers	QSC	CX302V
	4-Channel Amplifier for Ceiling Speakers	QSC	CX204V
<b>E.</b>	<b>OCC Video Projection System</b>		
	Video Projector	Digital Projection	30-1080p-XL
	Video Projector Lens (final determined on-site by AV Contractor)	Digital Projection	TBD
	Digital Media Receiver / Scaler for Projector	Crestron	DM-RMC-SCALER-C
	Video Projector Ceiling Mount with Adjustable Column	Chief	RPAUW & CMS
	Electronic Projection Screen (58" x 104")	DaLite	Boardroom Electrol
	Screen Low Voltage Controller	DaLite	SCB-200 & WC-200
<b>F.</b>	<b>OCC Audio / Video Switching and Processing</b>		
	Digital Video Switcher	Crestron	DM-MD32x32
	HDMI Card for Video Switcher	Crestron	DMC-HD
	DVI / RGB Card for Video Switcher	Crestron	DMC-DVI
	VGA Card for Video Switcher	Crestron	DMC-VGA
	Digital Media Card for Video Switcher	Crestron	DMC-C

	Video Output Card for Video Switcher	Crestron	DMCO-55
	Video Output Card for Video Switcher	Crestron	DMCO-33
	Audio Matrix with backup power supply	Extron	Matrix 12800 Series
	4 Channel Audio Processing Matrix	Extron	DMP 44LC
<b>G.</b>	<b>OCC Video Display Walls</b>		
	46" Video Display	NEC	X463UN
	Digital Media Receiver / Scaler for 46" Video Display	Crestron	DM-RMC-SCALER-C
	HDMI Video Distribution Amplifier (1x10)	Gefen	1:10 HDMI DA
	HDMI UTP Transmitter	Gefen	GTB-HDBT-POL-BLK-S
	HDMI UTP Receiver	Gefen	GTB-HDBT-POL-BLK-R
	Video Wall Mount (refer to AV drawings for details)	CDS Inc.	Custom
<b>H.</b>	<b>OCC Assistive Listening System</b>		
	Assistive Listening System	Listen	LT-800-72
	ALS Mounting Kit	Listen	LA-326
	ALS Antenna	Listen	LA-122
	ALS Receiver (final quantity to be determined by AV Contractor)	Listen	LR-400-72
	ALS Ear Speaker (final quantity to be determined by AV Contractor)	Listen	LA-164
	ALS 8 Receiver Charging Station	Listen	LA-321
	Rechargeable Batteries	Listen	LA-362
<b>I.</b>	<b>OCC Control System (Contact Crestron for Master Quote #1022549)</b>		
	Touchpanel Control Panel	Crestron	TPMC-V15-Tilt-B
	Rack Mounted Touchscreen Control Panel	Crestron	TPMC-12LB
	Rack Mounting Kit for Touchscreen Control Panel	Crestron	RMK-12L
	Control System Processor (Primary & Secondary)	Crestron	PRO3
	Additional RS 232 Control Cards for Control System	Crestron	C3COM-3
	Additional IR Control Cards for Control System	Crestron	C3IR-8
	Lighting Control Interface	Crestron	DIN-4DIMFLV4
	24-Port P.O.E Switch (Primary & Secondary) (Note: Manufacturer reports it may revert SWPOE-24 to End Of Life condition).	Crestron	CEN-SWPOE-24
	16-Port P.O.E Switch (Note: If Manufacturer reverts SWPOE-24 to EOL, Bidders shall substitute SWPOE-16 for all instances of SWPOE-24 and indicate in submittals).	Crestron	CEN-SWPOE-16
	Power Supply for Control System	Crestron	C2N-SPWS300
	Rack Mount kit for Power Supply	Crestron	C2N-RMAK
	Distribution Block for Control System	Crestron	C2N-HBLOCK

<b>J.</b>	<b>Equipment Room Racks</b>		
	*Equipment Rack Seismic Certified *AVC provides under-floor Riser Base for seismic fixation to slab.	Middle Atlantic	ERK-4428
	Equipment Rack Perforated Metal Front Door, Locking	Middle Atlantic	ERK Series
	Equipment Rack Solid Metal Rear Door, Locking	Middle Atlantic	ERK Series
	Equipment Rack AC Distribution, Cable Management, Vertical Lacer Strips, Horizontal Lacer Bars, Side Panels	Middle Atlantic	Various
	Equipment Rack Seismic Certified Riser Base	Middle Atlantic	SRB Series
	Power Conditioner	Furman	PS-Pro II
	DVD Player	Denon	DVD-2500BTCI
	HDTV Tuner (Satellite, Cable, Local OTA TV)	Contemporary Research	232-ATSC+1
	Rack Mounted Keyboard / Monitor / Mouse	Blackbox Corp.	KVT191A-R2-KITD
	Rack Mounted Monitor Speaker	Fostex	RM-2
	KVM Network Switch (Primary & Secondary)	Cisco	SG300-20
	Desktop Management Appliance (Primary & Secondary)	Avocent	HMXMGR-G2-001
	KVM Transmitter	Avocent	HMIQSHDI-001
	KVM Tx Rack Tray	Avocent	RMK-67
	KVM Receiver	Avocent	HMX1070-001
<b>K.</b>	<b>Conference Room 105</b>		
	Ceiling Speakers	JBL	Control 26CT-LS
	Mixer / Amplifier for Ceiling Speakers	RDL	HD-RA35UA
	Remote Control for Mixer / Amplifier	RDL	D-RC3M
	4-Channel Stereo Mixer	RDL	EZ-MX4L
	55" LCD Monitor with Built in Tuner and wall mount	NEC	V552-AVT
	Digital Media Receiver / Scaler for LCD Monitor	Crestron	DM-RMC-SCALER-C
	PC VGA / HDMI Transmitter (PC provided by owner)	Crestron	DM-TX-201-C
	HDMI Video Distribution Amp / Splitter (1x5)	Gefen	1:5 HDMI Splitter
	HDMI UTP Transmitter	Gefen	GTB-HDBT-POL-BLK-S
	HDMI UTP Receiver	Gefen	GTB-HDBT-POL-BLK-R
<b>L.</b>	<b>Logistics Room 108</b>		
	Ceiling Speakers	JBL	Control 26CT-LS
	Mixer / Amplifier for Ceiling Speakers	RDL	HD-RA35UA
	Remote Control for Mixer / Amplifier	RDL	D-RC3M
	4-Channel Stereo Mixer	RDL	EZ-MX4L
	55" LCD Monitor with Built in Tuner and wall mount	NEC	V552-AVT
	Digital Media Receiver / Scaler for LCD Monitor	Crestron	DM-RMC-SCALER-C
	PC VGA / HDMI Transmitter (PC provided by owner)	Crestron	DM-TX-201-C
	HDMI Video Distribution Amp / Splitter (1x5)	Geffen	1:5 HDMI Splitter

	HDMI UTP Transmitter	Geffen	GTB-HDBT-POL-BLK-S
	HDMI UTP Receiver	Geffen	GTB-HDBT-POL-BLK-R
<b>M.</b>	<b>Plans Room 109</b>		
	Ceiling Speakers	JBL	Control 26CT-LS
	Mixer / Amplifier for Ceiling Speakers	RDL	HD-RA35UA
	Remote Control for Mixer / Amplifier	RDL	D-RC3M
	4-Channel Stereo Mixer	RDL	EZ-MX4L
	55" LCD Monitor with Built in Tuner and wall mount	NEC	V552-AVT
	Digital Media Receiver / Scaler for LCD Monitor	Crestron	DM-RMC-SCALER-C
	PC VGA / HDMI Transmitter (PC provided by owner)	Crestron	DM-TX-201-C
	HDMI Video Distribution Amp / Splitter (1x5)	Geffen	1:5 HDMI Splitter
	HDMI UTP Transmitter	Geffen	GTB-HDBT-POL-BLK-S
	HDMI UTP Receiver	Geffen	GTB-HDBT-POL-BLK-R
<b>N.</b>	<b>Local Government / Race Radio Room 111</b>		
	55" LCD Monitor with Built in Tuner and wall mount	NEC	V552-AVT
	Digital Media Scaler for LCD Monitor (monitor provided by owner)	Crestron	DM-RMC-SCALER-C
	HDMI Video Distribution Amp / Splitter (1x4)	Geffen	1:4 HDMI Splitter
<b>O.</b>	<b>Alt. Dispatch Radio Room 112</b>		
	55" LCD Monitor with Built in Tuner and wall mount	NEC	V552-AVT
	Digital Media Scaler for LCD Monitor (monitor provided by owner)	Crestron	DM-RMC-SCALER-C
	HDMI Video Distribution Amp / Splitter (1x4)	Geffen	1:4 HDMI Splitter
<b>P.</b>	<b>AV Shared RF System - Room 107A roof (Ref Dwg Sheets AV500 – AV508)</b>		
	AM Antenna	Shakespeare Electronic	Centennial 5120
	FM Antenna	Magnum Dynalab	ST-2
	DBS Satellite Antenna Dish	Skyware Global	621200050 1.2 M Offset Az/EI incl. Mount & LNBF Bushing
	DBS Satellite Antenna Feed	Dish Network	120801 Dual LNBF (Stacked Feed)
	ATSC/OTA Antenna (ant 6 and 7 in dwgs)	Channel Master	CM-3022
	ATSC/OTA Antenna (ant 8 in dwgs)	Channel Master	CM-3023
	ATSC/OTA Antenna (ant 9 in dwgs)	Channel Master	CM-5016
<b>Q.</b>	<b>AV Shared RF System - Room 107A Back Board (Ref Dwg Sheets AV500 – AV508)</b>		
	AM Antenna Lightning Arrestor	Polyphaser	IS-75FB/1.5

	FM Antenna Lightning Arrestor	Polyphaser	IS-75F-C1
	DBS Antenna Lightning Arrestor	Polyphaser	MDS+24-F_F
	ATSC/OTA Antenna Lightning Arrestor	Polyphaser	IS-75F-C1
<b>R.</b>	<b>AV Shared RF System – Room 107A Equipment Racks</b> (Ref Dwg Sheets AV500 – AV508)		
	AM Antenna Multi-Coupler	Mu-Del Electronics	MDP-05052/06
	FM Antenna Multi-Coupler	Mu-Del Electronics	MDP-0810/06
	DBS Antenna Amp	Blonder Tongue	LA-922-15
	DBS Antenna Amp Power Supply	Blonder Tongue	LPI-188PS
	DBS Antenna Amp Power Inserter	Blonder Tongue	LPI-2200
	DBS Antenna 8 port RF Splitter	Blonder Tongue	LPD-8
	8 port RF Splitter	Blonder Tongue	SXRS-8
	AM/FM Tuner	Rolls	RS80
	FM Stereo Modulator	Blonder Tongue	ZFMSM (5872)
	12 port RF Combiner	Blonder Tongue	OC-12D
	DBS Satellite Receiver	Dish Network	VIP-211K
	HD Encoder/Modulator	Contemporary Research	QMOD-HDHTV
	Rack Chassis	Blonder Tongue	QTRC (6233)
	Chassis Power Supply Module	Blonder Tongue	P&C (6276)
	Digital Transcoder Module	Blonder Tongue	AQT (6275)
	8 port RF Combiner	Blonder Tongue	OC-8D
	2 port RF Combiner	Blonder Tongue	SXRS-2
	10dB RF Pad	Blonder Tongue	FAM-10
	4 port RF Splitter	Blonder Tongue	SXRS-4
	6dB 1 port RF Tap	Blonder Tongue	SRT-6
	Launch Amp	Blonder Tongue	RMDA 860-30P
	20dB 1 port RF Tap	Blonder Tongue	SRT-20
	2 x 1 Coaxial RF Switch	RCA	VH74
	AV & RF Rack Mounted System Monitor	ToteVision	LED-1902HDTR

	20dB 8 port RF Tap	Blonder Tongue	SRT-8a-20
	17dB 8 port RF Tap	Blonder Tongue	SRT-8a-17
<b>S.</b>	<b>AV Shared RF System – Room 105 “J1” Ceiling Box</b> (Ref Dwg Sheets AV500 – AV508)		
	8 port RF Splitter	Blonder Tongue	SXRS-8
<b>T.</b>	<b>AV Shared RF System – Room 108 “J1” Ceiling Box</b> (Ref Dwg Sheets AV500 – AV508)		
	8 port RF Splitter	Blonder Tongue	SXRS-8
<b>U.</b>	<b>AV Shared RF System – Room 109 “J1” Ceiling Box</b> (Ref Dwg Sheets AV500 – AV508)		
	8 port RF Splitter	Blonder Tongue	SXRS-8
<b>V.</b>	<b>AV Shared RF System – Room 111 “J1” Ceiling Box</b> (Ref Dwg Sheets AV500 – AV508)		
	8 port RF Splitter	Blonder Tongue	SXRS-8
<b>W.</b>	<b>AV Shared RF System – Room 112 “J1” Ceiling Box</b> (Ref Dwg Sheets AV500 – AV508)		
	8 port RF Splitter	Blonder Tongue	SXRS-8

### 2.3 Labels

- A. Except where otherwise specified, label as shown on drawings and as specified each item of rack-mounted equipment, all switches, controls, and receptacles.
1. Switch and Control Panels: Constructed of engraved and filled anodized aluminum plates. Minimum 1/8" plate thickness. Dry transfer or other types of adhesive labels not acceptable.
  2. Rack-Mounted Equipment: Labels constructed of engraved and filled plastic laminate engraving stock. Designate function and input and output line(s) or loudspeaker(s) served by labeled equipment. Key all designations to system functional and patch panel diagrams. Where possible, mount labels on blank panel directly above corresponding component. For modular equipment, provide label on inside of mainframe door identifying type of module for each slot (unless there is only one type) and gain setting as established at final checkout.
  3. Identification Panel: Install panel with 1/8"-high engraved characters on the front of the bank of equipment racks serving each space. Clearly identify the Project, Architect, System Installation AVC, and System Designer in the following format:

PROJECT:  
 East County Emergency Operations Center  
 82-695 Dr. Carreon Blvd.  
 Indio, CA 92201  
 Owner's technical support telephone

PROJECT ARCHITECT:  
 Holt Architects  
 Telephone: 760-328-5280

INSTALLATION AVC:  
Company Name TBD  
Address TBD  
Telephone TBD

SYSTEM DESIGNER:  
Spectrum ITC Group  
Carlsbad, California  
760-754-1101

4. Receptacles: Engrave and fill receptacle label directly on mounting plate as follows:

- a. Microphone Receptacles: Engraved "MIC", with circuit number corresponding to drawings.
- b. Line-Level Receptacles: Engraved "LINE", with circuit number corresponding to drawings.
- c. Camera Receptacles: Engraved "CAMERA" with circuit designation corresponding to drawings.
- d. Video Receptacles: Engraved "VIDEO" with circuit designation corresponding to drawings.
- e. Remote Control Receptacles: Engraved "RC" with designation of item to be controlled.
- f. Loudspeaker Receptacles: Engraved "LS" with circuit number corresponding to drawings.
- g. Or as indicated on drawings.

- B. Identify all wires and cables at every termination and connection point with the specified cable markers. The AVC is strongly encouraged to use a numbering scheme that identifies all cables terminating at patch panel jacks with the patch bay row and jack designation; use A, B, and C suffixes to distinguish multiple cables terminating at the same jack.
- C. Identify switches, relays, terminal blocks, etc., with reference numbers keyed to the as-built wiring diagrams.
- D. Room numbers appear on the contract documents for reference only. All labels shall reflect the Owner's final room designations.
- E. All labels and legends shall be as approved on shop drawings.
- F. Cable Markers:
  1. High-grade PVC clip-on or permanent-type cable markers with permanent markings, or printed vinyl tape protected by clear shrink tubing or adhesive wrap.



### **Part 3 Execution**

#### **3.1 General**

- A. All types of equipment installed by competent workers at locations shown on the drawings in strict accordance with approved shop drawings and manufacturer's instructions.
- B. All equipment except portable equipment firmly held in place. This shall include loudspeakers, enclosures, amplifiers, cables, etc. Fastenings and supports adequate to support their loads with a safety factor of at least five unless otherwise stated.
- C. Take such precautions as necessary to prevent and guard against electro-magnetic and electro-static hum and to install the equipment so as to provide safety for the operator.
- D. Protect all equipment, including patch panels, connectors, receptacles, racks, consoles, and video projectors, from construction dust and debris until final acceptance of the system.

#### **3.2 MICROPHONE EQUIPMENT**

##### **A. General:**

- 1. Excluding wireless microphones, each portable microphone provided with case, stand adapter, and min. 15 ft. cable with attached XLR-type connector.

##### **B. Cardioid Dynamic Gooseneck Microphone:**

- 1. Permanently mount to lectern.
- 2. Locate to provide typical 6" to 18" working distance between microphone and lecturer's mouth.

##### **C. FM Wireless Microphone System:**

- 1. Orient antennas as recommended by manufacturer. Locate in positions shown on drawings.
- 2. Antenna Cables: Use specified low-loss 6/U (75 ohm) or 8/U (50 ohm) cable, impedance as required.
- 3. Except for transmitter equipment, all equipment including preamps and active combiners requiring DC power provided with power supplies or powered by receivers (battery operation is not acceptable).
- 4. Do not mount antennas or attached preamplifiers directly to any metal structure. Mount at least 3 ft. from any large metal object.
- 5. Dual-Antenna Phase/Diversity System (Telex, Shure): Use 2 antennas, both vertically oriented (min. 20 ft. apart).

#### **3.3 CONTROL EQUIPMENT**

##### **A. Control Console:**

- 1. Attach cables connecting to control console terminal blocks securely to the console with strain-relief clamps.
- 2. Multiple pair individually shielded cable incorporating twisted color-coded stranded conductors and foil shields, AWG #20, such as Belden 9873 to 9879, may be used in place of single pair shielded cables.

##### **B. Audiovisual Control System:**

- 1. Where applicable, do not mount wireless receiver gateways or antennas near large metal objects.
- 2. Carefully coordinate with manufacturer and with Architect the dimensions and mounting conditions of all items.

3. Provide all required cable, relays, and miscellaneous hardware to interface the audiovisual control system with the Audio Visual Equipment and (if applicable), the preset lighting system and front projection screen.
4. Where applicable, mount infrared LED emitter probes to face of controlled equipment using thin layer of clear silicone caulk. Position probe to provide control of device while continuing to allow use of infrared control supplied with equipment. Secure probe cables to prevent probe from being accidentally pulled from equipment during normal system operation.

C. Audiovisual Control System Programming:

1. OVERVIEW / PHILOSOPHY:

Program the control system processors and control touchpanels in harmony with guidance provided by the AV Consultant, in coordination with input from Owner/Stakeholder, and as indicated on the drawings so that all devices are controlled in a logical manner utilizing the full benefit of the capabilities of the Control System. Bidders shall assume control system processors programming and touchpanels programming for this project are not typical "template" meeting room or presentation system efforts, and plan accordingly to provide a "Comprehensive Approach" for the development and implementation of the facility's control system code in recognition of the EOC's important mission.

In practical terms, "Comprehensive Approach" indicates the bidder shall anticipate and accommodate multiple revisions to the processor & touchpanel program code - as the control system is being developed, and as the Owner/Stakeholder is becoming familiar with the usage and capabilities of the AV Systems and (more specifically) aware of the interaction of the EOC staff with the control systems and their touchpanel interfaces.

Within the first three months of Owner/Stakeholder's constructive use (termed the "Refinement Period"), it is highly likely that nuances of control system look, feel, operation, and functionality will arise requiring code revisions; Bidders must certify they will develop and implement such code revisions for the three month Refinement Period at no additional cost to the Owner/Stakeholder. The Refinement Period is not related to, and does not serve to change, supplant, or modify, the mandatory warranty period referenced elsewhere in the project documentation.

2. Submit for approval any changes to processor programming or control panel programming required by actual field conditions.
3. Refine and adjust, as required, programming to operate in a logical and consistent fashion. Make revisions to program as directed by the AV Consultant at checkout to correct operational inconsistencies, adapt for signal timing/propagation delays as required due to actual installed field conditions, to properly control devices.
4. Ascertain that the system is optimally programmed for smooth transitions between media sources.
5. Verify that media/disc transports, etc., are stopped when another input source is selected, except in the case of a multi-display wall where the media/disc transport is actively being displayed on another portion of the wall.
6. Where applicable, verify that any VCR's or DVR's with tuners that are connected to an RF source select an unused channel except when used as a tuner.
7. Wherever possible utilize status feedback of source equipment, dimming systems, etc., to indicate to the control system and user the actual operating mode of the equipment. When feedback is not available (e.g. consumer devices) program control system to issue commands as required to minimize status reporting errors.
8. Where applicable, program control system to avoid frequent powering down of projectors by employing the standby mode to simulate turn-off with actual turn-off occurring only after a programmable delay of several hours.

9. Provide drawings of screen layouts of touchscreen control panels for AV Consultant approval prior to system programming. Include information on proposed panel graphics (text, buttons, colors, images, backgrounds etc.), as well as panel flips, sub-panels and overall screen logic flow to provide the fundamental structure of a completely functional Control System.
  10. For touchscreen control panels: If available, use "3D" buttons to indicate states; eg: button activation as visually "depressed". Avoid excessive use of primary or other bold colors.
  11. Crestron Vision Tools for Windows will be used for panel logic programming and design.
  12. Join numbers (other than those reserved for panel logic), hardware programming and all other installation requirements including required programming software and computers are the responsibility of the AVC.
  13. Any adjustments, revisions, modifications, etc. to the control system required for complete operation to meet the final approval of the AV Consultant and the Owner is the responsibility of the AVC.
- D. Furniture-mounted Control Panel (where applicable):
1. Install control panel in Lectern provided by others.
  2. Verify size and mounting conditions with Architect.
  3. Except for AC power, all wiring contained in single multi-core cable (or in over-all heat shrink sleeve) and terminated in single specified multi-contact receptacle.
- E. Master Control and Headphone Audio Source Selection Touch Panels:
1. Install local control panels in associated backboxes, as required.
  2. Verify size and mounting conditions with Architect.

### **3.4 AMPLIFIERS AND SIGNAL PROCESSORS**

- A. Gain Control Security:
1. Power Amplifiers: Provide each power amplifier with calibrated, stepped controls, which are provided with tamper-resistant covers or are located on the back or inside of the chassis (contact manufacturers for gain control security options). Shaft locks or caps are NOT ACCEPTABLE. Verify acceptability of gain control security provisions with audiovisual consultant BEFORE ordering the amplifiers.
  2. Signal Processing equipment: Signal processing equipment with front panel controls which are to be permanently adjusted (not normally adjusted by the operator), such as equalizers, limiters, and audio delays, shall be furnished with security panels or subpanel mounted behind blank panels. Provide plastic vision panels for viewing of indicators such as meters or clipping indicators.
- B. Compressor/Limiter:
1. Adjust to protect loudspeaker components from overdrive damage, and to prevent amplifiers from clipping.
- C. Compressor/Limiter:
1. Attack and release rates set for automatic operation.
  2. Set threshold and compression controls to provide no compression with weak voice as source.

### **3.5 LOUDSPEAKER EQUIPMENT**

1. Ceiling Enclosures: Enclosures supported directly from ceiling structure in an approved manner. Support directly by acoustical ceiling tile is NOT ACCEPTABLE.

2. Flush and Surface-Mounted Ceiling Enclosures: Provide enclosures as required, located as indicated on drawings.

### 3.6 Video Equipment

#### A. Video Projectors:

##### 1. Verifications:

- a. Verify lens selection, locations, and elevations shown on drawings using manufacturer's throw distance and elevation formulas for specified projector model.

##### 2. Submittals:

- a. Provide plan and section drawings verifying image width, lens-to-screen distances and mounting methods.
- b. Provide detailed drawings of custom-fabricated or stock mounts and hardware.

##### 3. Mounting:

- a. Install projector mount and suspend projector at location and elevation indicated on approved shop drawings.
- b. Projector mounts and motorized lifts must meet all applicable safety and code requirements for ceiling mounted equipment.
- c. Fixed projector mounts must be rigid and completely free of sway or rotation deviation.
- d. Projector support pipes shall be only fixed-length pipes as required—do not use adjustable-length pipes.
- e. For ceiling mounted installations where screen surfaces are vertical, level projector at 0° front-to-back and side-to-side.
- f. Position projector centered on screen centerline in plan unless projector is provided with horizontal lens shift capability. Do not employ vertical or horizontal electronic keystone correction unless specifically authorized to do so.
- g. Wherever possible, minimize hardware and cables visible from audience seating and presenter area view points.
- h. Provide all necessary projector brackets, fittings, pipes, miscellaneous hardware and wireways.
- i. Run cabling from video projector box to projector within projector support pipe.
- j. Provide approved security cable for video projectors to accept padlock provided by owner.

#### B. Flat Panel LCD Displays:

##### 1. Submittals:

- a. Provide elevation drawings showing location of LCD displays for approval. Where display is part of a larger graphic display array, verify exact location of display with Architect.

##### 2. Mounting:

- a. Install display mount and display at location and elevation indicated on approved shop drawings.
- b. For wall –mounted displays, provide mount to support display from blocking, if provided, or from wall studs. If a recessed box is provided behind display for power outlets and electronic accessories, provide mount that does not obstruct access to box.

- c. Wherever possible, minimize hardware and cables visible from audience seating and presenter area view points.
- d. Where display is mounted in an architectural recess, verify that sufficient clearance (2" minimum) is provided for ventilation airflow.
- e. Provide display mounts with security provisions to accept owner-provided padlocks.

C. Digital Media Transmission and Switching Systems:

1. Extended Display Identification Data (EDID):

- a. Do not operate digital media transmission/switching equipment in "automatic EDID" mode, unless equipment provided has no other option.
- b. Do not include resolutions in the EDID table that cannot be properly supported by display(s).
- c. For systems where laptop computers will be used in "mirroring" mode, ensure that as many possible common resolutions are included in the EDID table without violating provision of preceding paragraph "b"..
- d. For inputs where the source is a fixed device (i.e. a fixed part of the system) create the EDID table with a minimal number of entries (verify with AV Consultant and Owner) without violating provision of preceding paragraph "b".

2. HDCP Implementation:

- a. Where applicable, for systems containing a non-HDCP-compliant display device, such as a capture appliance or videoconference CODEC, and where switching equipment supports the capability, dynamically configure input devices for portable equipment such as laptops to report to the equipment as non-HDCP devices when the non-compliant device is in use.

**3.7** Projection Screens

- A. General: Install projection screens at locations indicated to comply with screen manufacturer's written instructions.
- B. Install front-projection screens with screen cases in position and relationship to adjoining construction indicated. Securely anchor to supporting substrate in a manner that produces a smoothly operating screen with vertical edges plumb and viewing surface flat when screen is lowered.
- C. Test electrically operated units to verify that screen, controls, limit switches, closure, and other operating components are in optimum functioning condition, and that the projected image is centered on the screen image surface and (where possible) fills the available screen image surface area.

**3.8** RACKS, CABLES, CONNECTORS, AND MISCELLANEOUS EQUIPMENT

A. Wiring and Interconnections:

1. General:

- a. Unless specifically indicated in writing, all cable is to be Plenum-Rated, except equipment interconnection cable within a rack is not required to be Plenum-Rated.
- b. Exercise care in wiring to avoid damage to cables and equipment.
- c. Make all joints and connections with rosin-core solder or approved mechanical connectors, except mechanical connectors are NOT acceptable on microphone lines. Connections to transformer leads for distributed loudspeakers may be made using properly-sized wire nuts or nylon-insulated pigtail crimp connectors such as Waldom CE series. Wire nuts are not acceptable except at individual loudspeakers.

- d. All connections to screw-type terminals shall be made using insulated spade lugs. Bare or tinned wire is not acceptable.
- e. All connections to lugless compression-type screw terminals shall be made using bare wire only. Do not tin wire.
- f. All wiring executed in strict adherence to standard broadcast practices. This includes:
  - 1) Dress cables in conveniently sized bundles, combed into parallel runs, either laced or banded.
  - 2) For equipment mounted on glides, or otherwise requiring servicing from the front of the rack incorporate a cable "service loop" of sufficient length to permit the equipment to be pulled forward from the rack for servicing.
  - 3) Support cables and bundles with cable fixation (Velcro ty-strips or gently secured plastic ties) and horizontal support bars to ensure that no strain is placed on any connections or connectors.
  - 4) Organize cables and cable bundles behind patch bays to permit easy access to the patch panels to add or remove cables.
  - 5) Place cable markers 3"-5" back from cable-end connectors to permit easy viewing. Do not bind markers into cable bundles.
- g. All audio signal lines carried by twisted-pair cable and switched with two poles per line unless noted otherwise. Do not tie one side of audio line to other audio lines.

## 2. Grounding:

- a. Ground equipment, racks, and audio line shields to independent system ground ONLY as shown on drawings. If not shown on drawings, ground case of power striplines in equipment racks to the racks and directly to isolated ground buss in the power panel or to power system ground at the building AC service entry only.
- b. Ground all conduits ONLY to power system ground. Insulate all conduits and electrical boxes from sound system, including equipment racks and audio system ground.
- c. Insulate all conductors in conduit, including shields, from the conduit, back boxes, and from each other for the entire conduit length.
- d. All grounding shall be in conformance with the AHJ and applicable codes & regulations.

## 3. Equipment Racks:

- a. Install equipment in racks to permit access to all equipment for service. Transformers, relays, terminal blocks, etc., mounted in rear of racks behind other equipment shall not prevent access to equipment connections or shall be mounted on hinged panels to permit access.
- b. Where possible and practical, wire all racks completely in the shop. No internal rack wiring to be done on the job site.
- c. Install equipment in racks with ventilating panels as required to provide adequate ventilation and according to equipment manufacturer's recommendations.
- d. Provide unused panel space with blank or ventilating panels.
- e. Where applicable, locate patch panels at least 30" above floor.

- f. For permanently located racks containing equipment on glides, with desk/control surfaces, or which may be unsteady from cantilevered devices or personnel, bolt all racks to the concrete floor slab (through the access flooring if necessary).
  - g. Bolt adjacent racks together on at least 3 locations along both the front and rear edges.
4. Conduit:
- a. Run all lines in metallic conduit or wireways unless otherwise indicated. Run microphone level, line level, loudspeaker level, and DC control wiring each in separate conduit.
  - b. Do not locate AC power lines in conduit containing audio or video lines.
  - c. Do not splice lines in conduit.
5. Exposed Cables:
- a. Where applicable, line level or mic level lines exposed above countertops (such as those lines serving program source equipment, etc.) shall be rubber-jacketed, AWG #20 two conductor with braided shield such as Belden 8412 or equivalent. Plastic or vinyl jacketed cables are not acceptable.
6. Receptacles:
- a. Wall-mounted receptacles in metal boxes at building standard receptacle height unless otherwise indicated.
  - b. Floor-mounted receptacles in flush floor boxes with flush lids.
7. Balanced Receptacles:
- a. Attach "XLR"-type connectors to mounting plates with machine screws unless using single-hole mounting types with threaded sleeve and mounting index to prevent rotation.
8. Unbalanced Receptacles (Where applicable):
- a. Install 1/4" phone jacks to mounting plates with insulating washer and sleeve to electrically isolate the jack from the electrical box and conduit.
  - b. Install isolation/balancing transformers in electrical boxes or wireways adjacent to each unbalanced receptacle as indicated.
  - c. Wire input receptacles to short the line except with connector inserted.
9. Video Receptacles (Where applicable): Install feed-through BNC or other receptacles to mounting plates with insulating washer and sleeve to electrically isolate the receptacle from the electrical box and conduit.
10. Loudspeaker Wiring:
- a. Note that Functional Diagrams or Conduit Drawings indicate required home runs for all loudspeakers and loudspeaker zones. Home run requirements depend on line power loss as well as functional considerations and shall be strictly adhered to.
  - b. Loudspeaker lines above ceilings installed using specified UL listed Teflon cable. Lines installed as high as possible, directly to undersides of floor or to roof decks above, using strain reliefs, cable ties, or other approved method to attach lines securely and neatly to building structure. Lines installed loosely or otherwise on top of ceiling tiles, ductwork, etc., are NOT ACCEPTABLE.
  - c. Where applicable, Floor-to-floor lines installed using specified UL listed Teflon cable. Attach lines securely and neatly to building structure using Owner-approved method.

11. Fiber Optic Cables (where applicable):
  - a. Terminate fiber optic strands with connectors compatible with connectors on equipment and with fiber optic cables provided.
  - b. Use of compatible quick-connection system is recommended (e.g. Corning UniCam® Pretium Installation Tool Kit for Corning fiber cable; Belden FiberExpress System or West Penn Wire Fiber products with Optimax Installation Tool Kit).
  - c. Neatly coil surplus fiber cable using bend radius larger than manufacturer's minimum bend radius and secure to rack to prevent crimping or damage to cable.
12. Attenuators and Switches:
  - a. Mount all adjustable attenuators and switches in blank rack panels with legends as required.
  - b. Mount all fixed level balance attenuators and combining amplifier trim pots within equipment rack.
13. RF (CATV) systems cabling:
  - a. No interconnections of less than 30" are permitted between terminations.

### **3.9 SYSTEM PERFORMANCE TESTS AND ADJUSTMENTS**

- A. Test all equipment to verify conformance with manufacturer's performance specifications and with this specification.
  1. Verify all systems meet the requirements identified in this section or otherwise within the contract.
  2. Adjust all systems as required to conform to testing requirements for any failed tests.
  3. Provide results of final, re-calibrated system testing to Architect and AV Consultant for review and approval prior to scheduling of commissioning testing with AV Consultant, or any user training provided to Owner.
- B. Audio Systems:
  1. Absolute Impedance:
    - a. Set any loudspeaker level controls at zero attenuation. Measure absolute impedance value of each loudspeaker line at 250, 1000, and 4000 Hz, without amplifier connected but with all loudspeakers connected. Impedance shall be at least 90% of rated load impedance of respective amplifier. Check resistance of lines to all loudspeaker and microphone receptacles, with receptacles open and short circuited.
  2. Hum and Noise Level:
    - a. Adjust gain controls for optimum signal-to-noise ratio and full amplifier output with -55 dBm level at a microphone input and 0 dBm at line-level input.
    - b. Without changing gain, terminate microphone and line-level inputs with shielded resistors of 150 and 600 ohms, respectively.
    - c. Measure overall hum and noise level at each power amplifier output for each input channel. Level shall be at least 80 dB below rated power output of amplifier over a bandwidth of 20-20,000 Hz.
  3. Electrical Distortion:



- a. Load power amplifiers with resistors matching nominal impedance of output terminals used in system in place of actual loudspeaker loads.
  - b. Adjust gain controls as for hum and noise level tests.
  - c. Apply 1000 Hz sine-wave signal from an oscillator having less than 0.1% total harmonic distortion to each microphone and line-level input at level required to produce measured full amplifier output.
  - d. Distortion shall measure less than 0.1%.
4. Parasitic Oscillation and RF Pickup:
- a. Set up system for each specified mode of operation.
  - b. Use 50 - 100 MHz bandwidth oscilloscope and loudspeaker monitoring.
  - c. Check to ensure that system is free of spurious oscillation and RF pickup in the absence of any input signal and also with system driven momentarily to full output at 160 Hz.
5. Buzzes, Rattles, Distortion:
- a. Apply high-quality music signal to the system. Adjust the system for frequent peaks at its specified maximum sound pressure level.
  - b. Apply sine-wave sweep from 50-50,000 Hz at 6 dB below full amplifier power.
  - c. In both cases, listen carefully for buzzes, rattles, and objectionable distortion.
  - d. Correct all causes of such defects. If cause is outside the system, promptly notify the Architect and his Consultant, indicating cause and suggested corrective procedures.
6. Level Balance: Adjust level controls for all items of similar equipment for identical measured voltage gain.
7. Measure system acoustical performance using a sound level meter set for "slow" meter damping except as otherwise noted, and flat response with random incidence at a height of 4 to 5 feet. All interior finishes and furnishings shall be in place, and system gain shall be adjusted to provide levels of 70 to 80 dB and at least 10 dB above background noise at the measuring locations for these tests, except as otherwise noted. Include the following tests and adjustments:
- a. Frequency Response:
    - 1) Measure loudspeaker frequency response with all control equalization set for flat response, using 1/3-octave bands of filtered pink noise centered on ANSI preferred frequencies, or broadband calibrated pink noise measured in 1/3-octave bands using a calibrated real-time analyzer.
    - 2) Adjust equalization to provide average system response within  $\pm 3$  dB of a response (0 dB) which is flat from 63-2500 Hz and slopes uniformly from 0 dB at 2500 Hz to -5 dB at 10,000 Hz.
  - b. Uniformity of Coverage:
    - 1) Use 4000 Hz octave band of random noise as test signal output to loudspeakers.
    - 2) Lateral Uniformity:  $\pm 3$  dB at all positions.
  - c. Maximum Output Level:
    - 1) Measure with standard "fast" meter damping.

- 2) Distributed Loudspeaker Systems: Capable of providing 90 dB SPL on axis of any loudspeaker and using wideband recorded music as a test signal.

C. Video Systems: Test the video system following the approved Proof-of-Performance Test Plan to verify that it meets these minimum performance requirements. Video tape machines are exempt from these system requirements.

1. Video Standards (Where Applicable):

- a. Frequency Response:  $\pm 0.5$  dB, 60 to 4.18 MHz.
- b. Crosstalk: -40 dB at 3.58 MHz.
- c. S/N Ratio: 45 dB, DC to 4.18 MHz, unweighted, peak to RMS.
- d. Hum: <10 mV peak to peak.
- e. Line and Field Tilt: 2% with 60 Hz square wave.
- f. Differential Gain: 1% at 3.58 MHz, 10-90% APL.
- g. Differential Phase:  $\pm 1^\circ$  at 3.58 MHz, 10-90% APL.
- h. Envelope Delay:  $\pm 0.1$  microseconds, 0.2 to 2.1 MHz;  $\pm 0.05$  microseconds at 3.58 MHz.
- i. Color Production: Primary and Complementary Colors (R, G, B, Cy, Yl, Mg) at 75% saturation within inner 50% of the inner boxes ( $\pm 2.5^\circ$ ) when viewed on vectorscope.
- j. Signal Levels: 1 V p-p,  $\pm 1$  IRE, at 100% peak white color bar.

2. Audio Standards:

- a. Frequency Response:  $\pm 1$  dB, 30-15,000 Hz.
- b. Hum and Noise: -80 dBu, 30-15,000 Hz, unweighted.
- c. Distortion: 0.25% THD, 30-15,000 Hz.
- d. Signal Levels: +4dBu.

D. Video Display Systems: Calibrate each video display system as follows:

1. For projected displays align the image with the black borders of the screen:

- a. If the display uses a variety of aspect ratios use the zoom lens to align the image with the black borders of the screen. If the image does not fill the screen (e.g. a 16:9 screen with 4:3 image) then align top and bottom of image with black border of screen.

2. Allow projector or flat panel display to warm up for a minimum of 30 minutes.

3. Turn off all video enhancement circuitry options including image overscan.

4. Set factory color temperature to warm, D65, or other setting to achieve closest approximation to 6500°L color temperature. Set sharpness control to minimum.

5. Adjust black level and video gain:

- a. Reduce ambient light to less than 2 foot-candles of ambient light on screen.
- b. Using the PLUGE (Picture Lineup Generating Equipment) pattern from the signal generator, adjust the brightness (brightness control on most displays) until the "blacker-than-black" bar is visible on the screen and then decrease brightness until the bar just disappears.

- c. Using the grayscale pattern from the signal generator, adjust the contrast control so that the highest grayscale transition disappears and then decrease contrast to make the transition just visible..
- d. Repeat steps b and c as required for stable results. Record control settings.

6. Adjust color level or gain:

- a. Display SMPTE color bar test pattern. Shut off red and green channels on display or use a blue filter to observe the display.
- b. Adjust color and tint controls for optimum blue balance.
- c. With only red channel operating or with red filter check red balance. Repeat for green channel. If red and/or green balance is significantly out of balance, make minor changes to color and tint controls to achieve best compromise for color control settings.
- d. Record control settings.

7. Adjust sharpness:

- a. Using the S802B or similar pattern, adjust sharpness control for maximum sharpness without ringing (duplicate lines).
- b. Record control setting.

8. Brightness, Uniformity, and Contrast Ratio:

- a. Using the ANSI 9-zone pattern and a spot meter, measure screen brightness in each zone. Calculate screen brightness as the average of the nine zones and uniformity as the maximum variation from the average.
- b. Using the ANSI 12-zone checkerboard pattern measure the contrast ratio of representative white squares vs. adjacent black squares. Repeat contrast measurement with room lighting at representative viewing level (typically 7fc in seating area).
- c. Record measurements.

9. For display systems employing identical equipment (same model number), measure and adjust two representative samples as specified above. If control settings for both displays are in close agreement, controls of remaining identical displays may be set to same values without further testing, unless resulting performance is visibly different from the first two.

E. Digital Video Systems: Provide the following information for systems employing HDMI and/or Crestron DigitalMedia signals:

- 1. The number of KSVs (HDCP keys) supported by each digital source device.
- 2. The video timing (e.g. 1080p 30 fps Deep Color or 1366x768 30 Hz), HDCP use, and audio format of each non-portable digital source when operating.
- 3. The video timings and supported audio formats for each connected sink.
- 4. The video timings and supported audio formats presented in the EDID of sinks to each source – indicate the preferred video timing.
- 5. The length of cable used on all HDMI or shielded twisted pair cables used for AV distribution.
- 6. The data rate supported by each shielded twisted pair cable used for AV distribution.

F. Video Projectors (where applicable):

- 1. Provide written verification of completion of the above procedures.

2. Provide a printed table of memory location mapping. Include memory number, name, resolution, vertical and horizontal scan rate.
  3. Download memory map set-up data to personal computer and provide backup file to owner.
  4. After completion of projector set-up and memory mapping procedures, record the following items for inclusion in pre-acceptance test reports:
    - a. Current lamp life hours shown on projector (include date).
    - b. Provide security service code if required by owner.
    - c. Set-up software version number.
    - d. Projector, input module, decoder card and automatic-convergence unit serial numbers for each system.
    - e. Date of manufacture.
    - f. Date of installation.
    - g. List of supplied accessories (remotes, lens caps, tools, cables, backup discs, owner's manuals).
    - h. Date of next scheduled projector touch-up visit.
- G. Test Reports and Certificates: Submit results of all tests and adjustments conducted above and certification that the installation is complete and ready for checkout as specified under SUBMITTALS in PART I - GENERAL.

### **3.10 FINAL ADJUSTMENTS AND ACCEPTANCE TESTS**

- A. Upon approval of the AVC's test report, and at a time set by the AV Consultant and the Architect, perform the final system adjustments and acceptance tests, with the AV Consultant attending in an "observe & comment" role. Provide all labor, material, tools, and measurement equipment necessary for these tests and adjustments, including the test equipment and material specified in Division 1, and in this specification document.
- B. The AVC's representatives assisting in performance of these tests shall be thoroughly familiar with all details of the system, and shall include the field supervisor in overall charge during the course of the installation work.
- C. Budget 32 working hours for the performance of these tests and adjustments. If final acceptance is delayed beyond this period because of installation not in accordance with these specifications, pay for all additional time and expenses of AV Consultant(s) during any resultant extension of the acceptance testing period.
- D. Acceptance tests may include speech intelligibility surveys and subjective evaluations by observers listening at various positions under various operating conditions, using speech, music, and live or recorded effects material.
- E. Measurement of frequency response, distortion, noise, or other characteristics may be performed on any item or group of items deemed necessary to determine conformity with specifications.
- F. Adjustments: Adjust the system as instructed by the AV Consultant. Adjustments may be required to any portion of the system including:
  1. Equalization and level balance.

2. Audiovisual Control System including: Panel operations timing and functioning, Display Selection, Source Selection, Source Transport Controls Operation (where applicable), Failover/Failback operations for Video, Audio, and Control, Headset audio selection at all POD and C-Desk positions.
3. KVM System: Failover/Failback operation via promotion of Spoke to Hub status.
4. Where applicable, video projector: alignment, contrast, brightness, and color content.
5. News & Information Display Wall: contrast, brightness, and color settings.
6. News & Information Display Wall: multiple-monitor Tile Matrixing format selections, Failover/Failback operation with PC placement and TV Tuner Placement & Control, Restoration (Failback) to previous Global Saved State, scaling adjustments on each display's digital video interface.
7. AV Shared RF System Channel Allocation (placement of individual channels within the CATV RF Spectrum) and related Channel ID call-outs (including TV and Radio Programming carried on the AV Shared RF System) and text used to identify each of the TV & Radio Programming Sources on the various Control System Touch Panels in the AEOC facility.
8. Where applicable, re-scanning of all RF tuners: including rack-mounted tuners and tuners built into television sets to revise the RF channel set-up after any AV Shared RF System Channel Allocation changes.

END OF SECTION

**SECTION 11130.1**  
**AUDIO VISUAL**  
**- AV System Baseline Implementation Addendum -**

Introduction

This AEOC AV System Baseline Implementation Addendum indicates the various items of equipment and related technical services (which are required for the full AEOC AV System implementation and build-out) that are to be excluded from the AV system for the initial Baseline Implementation.

For additional clarity, this AEOC AV System Baseline Implementation Addendum identifies the AV System's functional capabilities that are required at completion of the Baseline implementation.

Context & Background

Due to budget challenges it is necessary for the AEOC Audio Visual System to be (initially) partially implemented. The Specification Document, the referenced Drawing Sets, and all related materials in the Audio Visual Design Package articulate the Full AV System Implementation and Build-Out, which will be fully realized at a future date TBD.

This Document indicates the various items of equipment and related technical services (which are required for the future full implementation and build-out) that are to be excluded from the AV system for the initial implementation. For additional clarity, this AEOC AV System Baseline Implementation Addendum identifies the AV System's functional capabilities that are required at completion of the Baseline implementation.

Bidders are directed to develop their Bid Sheet responses to the RFP as follows:

Baseline Implementation

The Full AEOC AV System Implementation and Build-Out minus the excluded equipment and technical services as indicated in the AEOC AV System Baseline Implementation Addendum."

**Requirement for Bidders to Assure Provision, Planning, and Accommodation in Support of Future Full Implementation.**

Bidders are cautioned to assure their responses fully accommodate, anticipate, provision for, and support the following functionality & expectations per the AEOC AV System Design Package, and Supplemental reference drawings:

(a) Future addition of all identified additional equipment.

-AVC (Audio Visual Contractor) to provide/Install appropriate quantity of equipment racks as required to support future full implementation.

(b) Future logical physical placement of all identified additional equipment within the equipment racks.

-AVC to provide/provision appropriate blank spaces, logically positioned within the equipment racks as required to support future full implementation.

(c) Future appropriate intra-rack, inter-rack, and external connectivity of all identified additional equipment.

-AVC to provide/provision for future cable placement and dress within and among equipment racks to assure that maximum possible signal separation is maintained among the RF, LAN, Power, Video, Control, and (most critically), Audio signal paths.

-Where applicable, AVC to provide/provision for appropriate and adequate tail lengths & cable/connector protection to accommodate future termination at both ends of a cable run, where the final terminations will be completed in a future implementation. Protect cable tails and/or connectors adjacent to the future point of delivery at outlets, floor boxes, wall boxes, under raised floors, and throughout the facility by containing them within labeled plastic bags or similar protective material (a) Future addition of the identified additional equipment.

-AVC to provide/Install appropriate quantity of equipment racks as required supporting future full implementation.

(b) Future logical physical placement of the identified additional equipment within the equipment racks.  
-AVC to provide/provision appropriate blank spaces, logically positioned within the equipment racks as required supporting future full implementation.

(c) Future appropriate intra-rack, inter-rack, and external connectivity of the identified additional equipment.

-AVC to provide/provision for future cable placement and dress within and among equipment racks to assure that maximum possible signal separation is maintained among the RF, LAN, Power, Video, Control, and (most critically), Audio signal paths.

-Where applicable, AVC to provide/provision for appropriate tail lengths and cable/connector protection to accommodate future termination at both ends of a cable run, where the final terminations will be completed in a future implementation. Protect cable tails and/or connectors adjacent to the future point of delivery at outlets, floor boxes, wall boxes, under raised floors, and throughout the facility by containing them within labeled plastic bags or similar protective material.

[1] Reference the relevant Drawing Sets: AEOC AV Infrastructure, AEOC AV System, AEOC AV Shared RF System.

[2] Reference the AEOC AV System Coordination of Work Documents.

[3] Reference the Crestron System Master Quote 1022549.

[4] Reference applicable Crestron routing & control-related devices in the following detail tables:

OCC Audio	Conference #105
OCC East Wall Displays	Logistics #108
OCC South Wall Displays	Plans #109
POD Display & Control	Local Govt & RACE Radio #111
OCC Routing & Control	Alt Dispatch #112
OCC KVM System	AEOC AV Shared RF System
OCC AV Furniture	AEOC AV Cable Plant

**Recap of changes to equipment & Technical Services in the Baseline Implementation:**

**OCC Audio**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
1	0	Primary Audio Matrix
1	0	Primary Audio Matrix Config/Control Panel
10	0	C Desks volume control package
10	0	C-Desks headset desktop boxes
10	0	C-Desks Audio Headset
10	0	C-Desks Audio Headset mixer
10	0	C-Desks Headset Source Selector
48	0	POD volume control package
48	0	POD headset desktop boxes
48	0	POD Audio Headset
6	0	POD Audio Headset Matrix
6	0	POD Audio Headset DA
48	0	POD headset source selector
		Audio Selector added for Baseline System. typ of Extron model 3216A. AVC to control from Touch Panel as audio selector for OCC room 107 in lieu of Primary Audio Matrix. To be utilized as the Failover Mode Audio Source Selector on future build out when the Primary Audio Matrix is implemented.
0	1	For OCC audio in overhead speakers only

**OCC East Wall Displays**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
32	16	Critical News & Information Wall Flat Panel Displays
32	16	DMC-RMC Digital Video Scaling Rx Interfaces
		4 x 8 East Wall Monitor Array To support 32 flat panels as follows: Baseline: 16 flat panels. Future Build out: 32 flat panels
1	1	Seismic-Rated Structural Mounting System



**OCC South Wall Displays**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
16	0	Critical News & Information Wall Flat Panel Displays
16	0	DMC-RMC Digital Video Scaling Rx Interfaces- South Wall Flat Panels
1	0	4 x 4 South Wall Monitor Array
1	0	Seismic-Rated Structural Mounting System
1	0	Projector-North Wall at Ceiling
1	0	Projector Zoom Lens-North Wall at Ceiling
1	0	Projector Mount-North Wall at Ceiling
1	0	DMC-RMC Digital Video Scaling Rx Interface-Projector-North Wall at Ceiling
1	0	Screen-South Wall at Ceiling

**POD Display & Control**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
6	0	POD 50" Flat Panel Display
6	0	POD Monitor Stands
6	0	DMC-RMC Digital Video Scaling Rx Interfaces
6	0	DM-TX Digital Video Tx Interfaces
6	0	DMC-C Room 107A Digital Video Input Interfaces
		Technical Services:
6	0	AV equipment installation into furniture provided by others: POD credenza equip rack
6	0	POD Control Processor
6	0	POD Control POE Switch
6	0	POD Control Touch Panel

**OCC Routing & Control**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
1	1	AEOC Crestron Control System and Digital Video Routing.
Lot	Lot	Rack Power Conditioners As required for full AV system implementation in room 107A (including AV Shared RF System Equipment)
Lot	Lot	Equipment Racks Seismic Rated with Under-Floor On-Slab Seismic Base Supports. As required for full AV system implementation in room 107A (including AV Shared RF System Equipment)
8	4	DMCO-55 Room 107A Digital Video Quad Tx Interfaces in DM matrix #1 Removed 16 of the 32 East Wall Monitors.
2	1	DM-MD32x32 Digital Video matrix Rack Chassis. (Deleted Chassis for DM Matrix #2) Removed Digital Video feeds to South Wall Monitors, PODs, Remote Rooms, C9/C10.
7	0	DMCO-55 Room 107A Digital Video Quad Tx Interfaces. (Deleted Chassis for DM Matrix #2) Removed Digital Video feeds to South Wall Monitors, PODs, Remote Rooms, C9/C10.
1	0	DMCO-33 Room 107A Digital Video Dual Tx Interface. (Deleted Chassis for DM Matrix #2) Removed Digital Video Feed to Projector.
28	0	DMC-HD HDMI Input Cards for DM 32x32 in DM matrix #2 (Deleted Chassis for DM Matrix #2) Removed Digital Video Loop-In feeds from DM Matrix #1

**OCC KVM System**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
1	1	OCC DDPC control KVM System - Avocent/Emerson
2	2	Desktop manager (Primary & Secondary) Retain critical redundancy per stakeholder requirements.
2	2	KVM Workgroup switch (Primary & Secondary) Retain critical redundancy per stakeholder requirements.
4	4	KVM PC Tx
2	2	KVM User Rx

**OCC AV Furniture**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
1	1	Lectern for OCC - <b>to be provided by others</b>
1	0	Lectern Control Touch Panel
1	0	AV equipment for lectern
1	1	DM-TX Digital Video Tx Interface - (guest laptop at lectern)
1	1	DM-TX Digital Video Tx Interface - Lectern PC
1	1	DMC-C Room 107A Digital Video Input Interface (guest laptop at lectern)
1	1	DMC-C Room 107A Digital Video Input Interface (lectern PC)
1	1	Microphone - hard wired

**Conference #105**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
4	1	55" Video Monitor w/Stereo Speakers & Wall Mount. Stakeholder identified necessity for minimum one wall-mounted information display.
1	0	DMC-RMC Digital Video Scaling Rx Interface
1	0	DM-TX Digital Video Tx Interface
1	0	DMC-C Room 107A Digital Video Input Interface
2	1	AV Input Connector Plate
1	1	Miscellaneous Hardware, RF Splitter, Cables
4	0	speaker
1	0	mixer_amp
1	0	mix remote
1	0	4 ch mxr
2	0	1x5 HDMI
1	1	HDMI Tx/Rx
1	1	ceiling box - provided by electrical contractor

**Logistics #108**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
4	1	55" Video Monitor w/Stereo Speakers & Wall Mount. Stakeholder identified necessity for minimum one wall-mounted information display.
1	0	DMC-RMC Digital Video Scaling Rx Interface
1	0	DM-TX Digital Video Tx Interface
1	0	DMC-C Room 107A Digital Video Input Interface
2	1	AV Input Connector Plate
1	1	Miscellaneous Hardware, RF Splitter, Cables
4	0	speaker
1	0	mixer_amp
1	0	mix remote
1	0	4 ch mxr
2	0	1x5 HDMI
1	1	HDMI Tx/Rx
1	1	ceiling box - provided by electrical contractor

**Plans #109**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
5	1	55" Video Monitor w/Stereo Speakers & Wall Mount. Stakeholder identified necessity for minimum one wall-mounted information display.
1	0	DMC-RMC Digital Video Scaling Rx Interface
1	0	DM-TX Digital Video Tx Interface
1	0	DMC-C Room 107A Digital Video Input Interface
2	1	AV Input Connector Plate
1	1	Miscellaneous Hardware, RF Splitter, Cables
4	0	speaker
1	0	mixer_amp
1	0	mix remote
1	0	4 ch mxr
2	0	1x5 HDMI
1	1	HDMI Tx/Rx
1	1	ceiling box - provided by electrical contractor

**Local Govt & RACE Radio #111**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
4	2	55" Video Monitor w/Stereo Speakers & Wall Mount. Stakeholder identified necessity for minimum two wall-mounted information displays.
1	0	DMC-RMC Digital Video Scaling Rx Interface
1	1	Miscellaneous Hardware, RF Splitter, Cables
1	0	1x5 HDMI
1	1	ceiling box - provided by electrical contractor
1	1	Miscellaneous Hardware & Cable - second monitor

**Alt Dispatch Radio #112**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
3	1	55" Video Monitor w/Stereo Speakers & Wall Mount. Stakeholder identified necessity for minimum one wall-mounted information display.
1	0	DMC-RMC Digital Video Scaling Rx Interface
1	1	Miscellaneous Hardware, RF Splitter, Cables
1	0	1x5 HDMI

1

1

ceiling box - provided by electrical contractor

**AEOC AV Shared RF System**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
1	1	AV Shared RF System All equipment as depicted in AEOC AV Shared RF System Dwgs. - except:
12	8	AV System Display Tuners on Drawing Sheet AV-400 Provide reception of Cable TV, ATSC/OTA, and Satellite Programming from the AV Shared RF System. Sources for Display on East Wall Array, future South Wall Array/Projector, POD monitors.
10	7	Clear QAM Cable TV feed Channel Transcoders on Drawing Sheet AV-506
10	7	ATSC-QAM OTA TV Channel Transcoders on Drawing Sheet AV-505
2	2	PC-to-HDTV QAM Encoder/Modulators - (Contemporary Research) -Not depicted in AV System Dwgs- To Provide the following service per stakeholder's Baseline requirement: (a) Audio & Video from one PC in 107A equipment room (controlled via KVM from OCC position C9/C10) -and- (b) Audio & Video from the Lectern Laptop Will each be concurrently broadcast on HDTV channels to Remote Rooms #105, #108, #109, #111, #112.

**AEOC AV Cable Plant**

<b>Full System</b>	<b>Baseline System</b>	<b>DESCRIPTION</b>
1	1	Complete Cable Plant including: [1] As required for Full AV System Implementation. [2] As required for Full AV Shared RF System Implementation. [3] Digital & Analog Distribution Cable & Materials.

**The following provides clarity to the previous tables, identifying equipment and technical services (which are required for the future full implementation and build-out) that are to be excluded from the AV System under this Baseline Implementation Addendum:**

(1) OCC Room 107 South Wall:

- a: The proposed Monitor Array Flat Panel Displays & Digital Video Receiver Interfaces are not included.
- b: The proposed fabricated 4x4 Monitor Array Mounting Structure is not included.
- c: The proposed Monitor Array related backroom Digital Video Infrastructure in room 107A and any related Installation/Configuration Services are not included
- d: The proposed Projector, Ceiling Mount, Roll-Down Screen & Digital Video Receiver Interface are not included.
- e: The proposed Projector related backroom Digital Video Infrastructure in room 107A and any related Installation/Configuration Services are not included.

(2) OCC Room 107 PODS:

- a: The proposed OCC POD Flat Panel Displays and mounts are not included.
- b: The proposed POD Flat Panel Display related Digital Video Receiver Interfaces are not included.
- c: The proposed POD related backroom Digital Video Infrastructure in room 107A and any related Installation/Configuration Services are not included.
- d: The proposed POD Control Touch Panels and any related Installation/Configuration Services are not included.
- e: The proposed capability to display the PC at each POD's Position #7 on the POD's flat panel or on a wall mounted Monitor Array is not included.
- f: The proposed POD User headsets and audio source selection and any related Installation/Configuration Services are not included.

(3) OCC Room 107 East Wall:

- a: 16 of the proposed 32 Flat Panel Displays are not included.
- b: 16 of the proposed 32 Flat Panel related Digital Video Receiver Interfaces are not included.
- c: 16 of the proposed 32 Flat Panel related backroom Digital Video Infrastructure in room 107A and any related Installation/Configuration Services are not included



(4) OCC Room 107 C-Desks (indicated as consoles #1 - #10 in the AV Infrastructure Drawing Set):

a: The proposed C-Desk User headsets and audio source selection and any related Installation/Configuration Services are not included.

(5) POD furniture, Console furniture, Lighting Fixtures, and all other Furniture are not included; supplied by others.

(6) Miscellaneous Equipment and Services to be designed, engineered, provided, installed, configured, and maintained by others:

a: AV-related Conduits, Electrical Power Services, Floor Boxes, In-wall back boxes, Ceiling boxes, structural wall backing for flat panel monitors.

b: Provision & Delivery of IT services including Facility LAN and AV-Subnet LAN at specific locations.

c: Provision and Delivery of Local Cable TV in Clear-QAM format in room 107A.

d: Provision and Installation of Cable and Required Signal Processing for connection to the VOIP Telephone System.

e: Provision and Installation of Cable and Required Signal Processing for connection to the eight 2-way radios.

f: HVAC Ventilation/Cooling.

g: Radios, Telephone, Paging, Emergency Notification systems.

e: Building Permits, Taxes, Fees, and Compliance with Codes & Requirements including Fire, Seismic Safety, and ADA.

**The following provides additional clarity and identifies the AV System's functional capabilities & deliverables that are required at completion of the Baseline implementation.**

- (1) Complete AV-related Cable Plant to support future build-out throughout the AEOC facility per the AEOC AV System Drawing Set.
- (2) Estimated California State Sales Tax for the County of Riverside, calculated at 8% of the AEOC AV Estimated Equipment Cost.
- (3) Rooms 105, 108, 109:
  - a: Each room is provided with a wall-mounted flat panel to display News & Information TV channels from the AEOC Audio Visual Shared RF System.
  - b: Each room is provided with an interface that will connect the flat panel with a PC at the center table (via the floor box under the table) to allow display of the PC on the wall-mounted flat panel.
  - c: Audio associated with the currently-viewed TV channel or PC will be heard from the wall-mounted flat panel's internal speakers.
  - d: Room users will control the wall-mounted flat panel via the hand-held infrared remote provided by the flat panel manufacturer.
  - e: In item "b" above, the indicated floor box & related conduit (as identified in the AEOC AV Infrastructure Drawing Set), the table, and the PC/Monitor/Keyboard/Mouse are supplied by others.
- (4) Rooms 111, 112:
  - a: Each room is provided with a wall-mounted flat panel (room 111 will be provided with two) to display News & Information TV channels from the AEOC Audio Visual Shared RF System.
  - b: Audio associated with the currently-viewed TV channel will be heard from the wall-mounted flat panel's internal speakers.
  - c: Room users will control the wall-mounted flat panel(s) via the hand-held infrared remote(s) provided by the flat panel manufacturer.
- (5) OCC room 107 lectern:
  - a: The lectern is provided with a microphone for presenter audio reinforcement within the OCC room via the overhead speakers.
  - b: The lectern is provided with a laptop and PC connection for display on the OCC room's East Wall Monitor Array.
  - c: Selection and placement of the lectern Laptop or PC image for display on the East Wall Monitor Array will be controlled from the touch panel at console C9/C10.
  - d: Selection of the lectern Laptop, PC, or lectern Microphone for audio reinforcement within the OCC room via the overhead speakers will be controlled from the touch panel at console C9/C10.
  - e: In items "a" and "b" above, the lectern, Laptop, and PC/Monitor/Keyboard/Mouse are supplied by others.

(6) OCC room 107:

- a: The OCC is provided with a Monitor Array centered on the East wall comprised of 16 flat panels in a 4 high x 4 wide configuration.
- b: Selection and placement of images for display on the East Wall 4x4 Monitor Array will be controlled from the touch panel at console C9/C10.
- c: Selection of the audio source for reinforcement within the OCC room via the overhead speakers will be controlled from the touch panel at console C9/C10.
- d: AVC provides Control System Installation and Touch Panel Programming, designed to allow incorporating control of all components and AV system functions when proposed future full build out is completed.
- e: The flat panels in item "a" above will be affixed to a structural array that has positions for future build-out of 32 monitors, in a 4 high x 8 wide configuration.

(7) OCC room 107A – "Backroom Equipment" for the OCC Audio Visual System:

- a: Selection, Processing, Distribution and Control electronics for placement of Critical News & Information TV programming and PC images on the OCC East Wall 4x4 Monitor Array.
- b: Electronics for audio reinforcement of a selected source within the OCC room via the overhead speakers.
- c: Four "Dedicated Display PC's" (DDPC's) for display on the East Wall 4x4 Monitor Array.
- d: Users will control the four DDPC's from a shared KVM (Keyboard/Video Monitor/Mouse) system at console C9/C10.
- e: In item "c" above, the four DDPC/Monitor/Keyboard/Mouse are supplied by the AV Contractor; see the Specific Graphic Card requirements for the four DDPC's in the "AEOC-Delineation of Work" document.

(8) OCC room 107A Audio Visual Shared RF System:

- a: Receivers, Encoders, Modulators and associated electronics to process and distribute Critical News & Information TV from various Over the Air (OTA), Local Cable, and National Satellite TV programming sources to the OCC East Wall 4x4 Monitor Array and to rooms 105, 108, 109, 111, and 112.
- b: Encoders, Modulators and associated electronics to process and distribute signals to remote rooms as follows: Audio & Video from an identified DDPC in 107A equipment room (controlled from the OCC's position C9/C10), and Audio & Video from the Lectern Laptop will each be concurrently broadcast on HDTV channels to Remote Rooms #105, #108, #109, #111, #112.

(9) OCC Room 107 Control System Touch Panel:

- a: The Control System Touch Panel shall provide the capability for users to select a specific East Wall display target from among the 16 flat panels (optionally, to select identified clusters of flat

panels), and to then select an image source from among the available image sources, and to then commit the selected image source for display on the flat panel(s).

b: Multiple AV image sources may be selected and concurrently displayed on the East Wall News & Information Monitor Array including:

[1] Critical News & Information Television Programming distributed from the AV Shared RF System Component.

[2] The screen image from the four Dedicated Display Personal Computers (DDPC's) located in the Audio Visual Equipment Racks. The DDPC's provide the OCC room users with reliable, repeatable, and dedicated access to Critical Information including Maps & GIS data, Resource Lists (spreadsheet and customized database applications), Emergency Management Applications (e.g.: Web EOC, etc.), access to Internet based website Data, and the capacity to receive and display content from Streaming Media Devices and Services the County may employ in the future (Sling Box, etc.).

[3] A dedicated DVD player located in the Audio Visual Equipment Racks.

[4] The screen image of the laptop or PC located in the OCC lectern.

c: Where applicable, the control of sources routed to the East Wall News & Information Monitor Array is managed by the OCC users via the touch panel.

d: The 16 flat panels in the East Wall News & Information Monitor Array will be configured for direct equipment control carried over the digital video distribution system and additionally, by LAN control as an alternate method, per the AV system drawing sheets and the AEOC AV System Coordination of Work Documents.

**Note:** Per the AEOC Audio Visual Program Document and the AV RF Shared Systems Preliminary Design Document, the required coordination with County Cable Franchise Provider for provision, delivery, installation, and consistent access to Cable TV channels in Clear-QAM signal format remains the responsibility of RCIT/Others.



OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
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KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

September 10, 2014

THE DESERT SUN  
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E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

**RE: NOTICE INVITING BIDS: EAST CO. EMERGENCY OPERATIONS CENTER**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**

**FRIDAY – SEPTEMBER 12, 2014**  
**FRIDAY – SEPTEMBER 19, 2014**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, WITH TWO CLIPPINGS OF THE PUBLICATION.

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

## Gil, Cecilia

---

**From:** Moeller, Charlene <CMOELLER@palmspri.gannett.com>  
**Sent:** Wednesday, September 10, 2014 10:21 AM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: East Co. Emerg. Operations Center

Ad received and will publish on date(s) requested.

**Charlene Moeller** | Media Sales Legal Notice Coordinator

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**From:** Gil, Cecilia [<mailto:CCGIL@rcbos.org>]  
**Sent:** Wednesday, September 10, 2014 10:07 AM  
**To:** tds-legals  
**Subject:** FOR PUBLICATION: East Co. Emerg. Operations Center

Good morning!

Attached is a Notice Inviting Bids, for publication on 2 Fridays: Sept. 12 and Sept. 19, 2014. Please confirm. THANK YOU!

*Cecilia Gil*  
Board Assistant  
Clerk of the Board  
951-955-8464  
MS# 1010

## NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN** that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

**East County Emergency Operations Center – AV Bid Package, Project No.: FM08110000280**

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **1:30pm on Thursday, 10/09/2014**, to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

On and after 09/12/14, and up to twenty four (24) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, A&I Reprographics, at 898 Via Lata, Suite L, Colton, CA 92324; Phone: 909-514-0704; Email: [bid@aandirepro.com](mailto:bid@aandirepro.com); Website: <http://dfs.aandirepro.com>. At the time of such pick-up or request for mailing, a non-refundable fee of one hundred dollars (\$100.00) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to A&I Reprographics. The Bidding Documents may also be viewed in person between the hours of 10:00 a.m. and 4:00 p.m. Monday through Friday (except Holidays) at A&I Reprographics, at 898 Via Lata, Suite L, Colton, CA 92324.

A mandatory Pre-Bid Conference will be conducted on **09/25/2014**, commencing promptly at **11:00am**, at **82695 Dr. Carreon Blvd., Indio, CA 92201**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding.** Sign language services are available for the Pre-Bid Conference upon written request received by (email) at [jtiferina@rivcoeda.org](mailto:jtiferina@rivcoeda.org) at least three (3) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

(1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;

(2) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): C7 & C10; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: [classification(s) of work to be performed]; and

(3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents.

For further information, contact:

Economic Development Agency, Riverside Centre, 3403 Tenth Street, 4th Floor, Riverside, CA 92501

Dated: September 10, 2014

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant

# The Desert Sun

mydesert.com

750 N. Gene Autry Trail  
Palm Springs, CA 92262  
Billing Inquiries: (866) 875-0854  
Main Office: (760) 322-8889

## ADVERTISING INVOICE/STATEMENT

Make Checks payable to DESERT SUN PUBLISHING CO.  
P.O. Box 677368 Dallas, TX 75267-7368  
A finance charge of 1.5% per month(18% Annually) will be added to balances not paid by the 20th.

RIV06900000000000000000000050731910031823010826

58

RIVERSIDE COUNTY-BOARD OF SUP.  
PO BOX 1147  
RIVERSIDE CA 92502-1147

Customer No.	Invoice No.
RIV069	0005073191
For the Period	Thru
09/01/14	09/28/14
<b>Due Date</b>	<b>Amount Due</b>
10/13/14	3,182.30
<b>AMOUNT PAID</b>	

PLEASE RETURN THIS TOP SECTION WITH PAYMENT IN THE ENCLOSED ENVELOPE AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Date	EDT	Class	Description	Times Run	Col	Depth	Total Size	Rate	Amount	
0901			BALANCE FORWARD						11,045.58	
0923			CREDIT CARD CHARGE						9,565.34-	
0912	CLS	0001	CECILIA GIL NO 1472 NOTICE I	4	2	100.00	800.00		442.00	
0914	CLS	0001	CECILIA NO 1483 BOARD OF	2	2	58.00	232.00		132.44	
0914	CLS	0001	CECILIA NO 1484 NOTICE O	2	2	334.00	1336.00		734.12	
0917	CLS	0001	CECILIA NO 1489 BOARD OF	2	2	65.00	260.00		147.70	
0927	CLS	0001	CECILIA NO. 1547 NOTICE	2	2	110.00	440.00		245.80	
			<u>1472</u> - EDA 3-23 of 09/09/14 \$442.00				<u>1483</u> - HR 3-64 of 09/09/14 \$132.44	<u>1484</u> - Parks 13-1 of 09/09/14 \$734.12		
			<u>1489</u> - HR 3-65 of 09/09/14 \$147.70				<u>1547</u> - Transp. 3-67 of 09/23/14 \$245.80			
Current		Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days	<b>Total Due</b>				
1,624.12		1,558.18	.00	.00	.00	<b>3,182.30</b>				
Contract Type	Contract Qty.	Expiration Date	Current Usage	Total Used	Quantity Remaining	Salesperson				
						BARTELMEY				

The Advertiser shall make payment within 15 days of the billing date indicated on Company's statement, and, in the event that it fails to make payment within such time, Company may reject advertising copy and / or immediately cancel this contract and Advertiser agrees to indemnify Company for all expenses incurred in connection with the collection of amounts payable under this contract, including but not limited to collection fees, attorney's fees and court costs. If this agreement is cancelled due to Advertiser's failure to make timely payment, Company may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

TO ENSURE PROPER CREDIT, PLEASE RETURN THE TOP SECTION AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Customer Number	Name	Invoice Number	Amount Paid
RIV069	RIVERSIDE COUNTY-BOARD OF SUP.	0005073191	

THE DESERT SUN PUBLISHING CO.  
ADVERTISING INVOICE/STATEMENT

9/9/2014 3-23



The Desert Sun  
750 N Gene Autry Trail  
Palm Springs, CA 92262  
760-778-4578 / Fax 760-778-4731

## Certificate of Publication

State Of California ss:  
County of Riverside

**Advertiser:**

RIVERSIDE COUNTY-BOARD OF SUP.  
4080 LEMON ST  
RIVERSIDE CA 925013

2000466042

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non pariel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

Newspaper: .The Desert Sun

9/12/2014 9/19/2014

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 19th day of September, 2014 in Palm Springs, California.

  
Declarant's Signature

No 1472

### NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN** that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

**East County Emergency Operations  
Center - AV Bid Package, Project No.:  
FM0811000280**

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of 1:30pm on Thursday, 10/09/2014, to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

On and after 09/12/14, and up to twenty four (24) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to: A&I Reprographics, at 898 Via Lata, Suite L, Colton, CA 92324; Phone: 909-514-0704; Email: bid@aandirepro.com; Website: <http://dfs.aandirepro.com>. At the time of such pick-up or request for mailing, a non-refundable fee of one hundred dollars (\$100.00) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to A&I Reprographics. The Bidding Documents may also be viewed in person between the hours of 10:00 a.m. and 4:00 p.m. Monday through Friday (except Holidays) at A&I Reprographics, at 898 Via Lata, Suite L, Colton, CA 92324.

A mandatory Pre-Bid Conference will be conducted on **09/25/2014, commencing promptly at 11:00am, at 82695 Dr. Carreon Blvd., Indio, CA 92201. Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding.** Sign language services are available for the Pre-Bid Conference upon written request received by (email) at [tijerina@nvc-oeda.org](mailto:tijerina@nvc-oeda.org) at least three (3) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

- (1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;
- (2) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): C7 & C10; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: classification(s) of work to be performed; and
- (3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents.

For further information, contact: Economic Development Agency, Riverside Centre, 3403 Tenth Street, 4th Floor, Riverside, CA 92501

Dated: September 10, 2014  
Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant

Published: 9/12, 9/19/14

**Summary of Bids**

TO: Greg Priamos  
County Counsel

PROJECT: East Co. Emerg. Operations Center

FROM: Cecilia Gil 955-8464  
Board Assistant (COB)

BID DATE: 10/14/14

BID TIME: 1:30 p.m.

OWNER: Joaquin Tijerina  
(760) 863-2529

ITEM/DATE: #3-23 of 09/09/14

**CONTRACTORS**

**BASE BID AMOUNT**

Enko Systems, Inc.  
1001 S. Arrowhead Ave.  
San Bernardino, CA 92408  
(909) 885-7771

Base Bid: \$604,100

F.E.C. Electric, Inc.  
P.O. Box 77  
Redlands, CA 92373  
(909) 793-0965

Base Bid: \$663,000

10/15/14

*Bids are as shown in summary of bids.  
all original docs are returned.*

*J.P. Keeter*

## BID FORM

**TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:**

Date: 10/14/2014

Bidder: Enko Systems Inc.

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

East County Emergency Operations Center, Project No.: FM08110000280

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions;** and
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Base Bid price of (state in figures) \$ 604,100.00 (state in words) Six Hundred Four Thousand One Hundred dollars and \_\_\_\_\_ cents.

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.	1	Date:	10/6/2014
Addendum No.	2	Date:	10/9/2014
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate 1: Course of Construction Insurance</b>	
Figures: \$ <u>2,500.00</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words:	
<u>Two Thousand Five Hundred</u> Dollars <u>                    </u> Cents	
<b>Alternate 2: [insert description here]</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words:	
_____ Dollars          _____ Cents	
<b>Alternate 3: [insert description here]</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words:	
_____ Dollars          _____ Cents	
<b>Alternate 4: [insert description here]</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words:	
_____ Dollars          _____ Cents	
<b>Alternate 5: [insert description here]</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words:	
_____ Dollars          _____ Cents	

**THE UNDERSIGNED BIDDER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:**

1. Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Bid Closing Deadline (as defined in the Bidding Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn or canceled by the Bidder.

2. Bidder adopts and incorporates into this Bid all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.

3. The Bid Security submitted by Bidder is given as a guarantee that if Award of the Construction Contract that is the subject of this Bid is made to Bidder that Bidder will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Bidder is required to submit under the terms of the Bidding Documents, and in the event that the Bidder fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Bid and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).

4. Capitalized terms used in this Bid Form shall have the meanings assigned to them in the Bidding Documents.

**Partnership Bidder**

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

By: \_\_\_\_\_  
(signature)

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

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

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

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

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

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

Business E-mail: \_\_\_\_\_

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

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

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

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

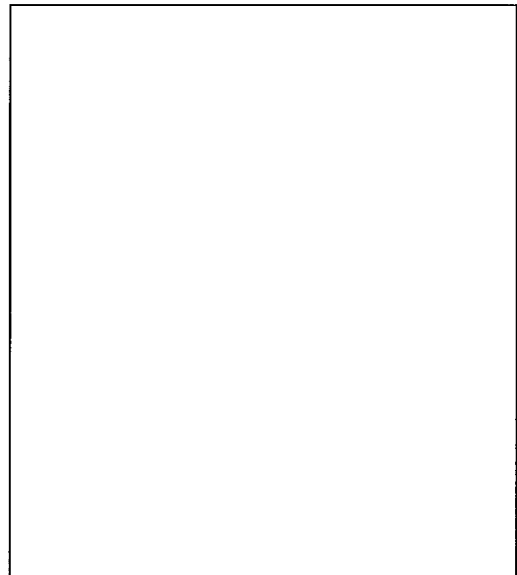
Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Individual Bidder**

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

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

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

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

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

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

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

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

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

**Corporation Bidder**

Corporate Name  
of Bidder: Enko Systems Inc.

State of Incorporation: California

By: *James Enkosky*  
(Signature)

Print Name: James Enkosky

Title: President

Date: 10/14/2014

Business Address: \_\_\_\_\_  
1001 S. Arrowhead Ave.  
San Bernardino, CA 92408

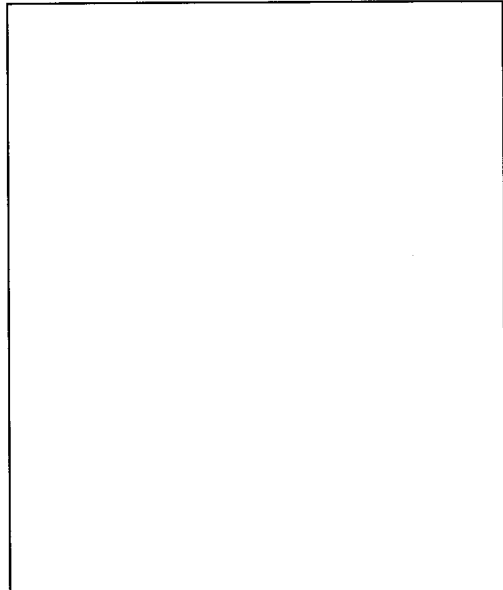
Business Telephone: 909-885-7771

Business Fax: 909-885-7773

Business E-mail: jime@enkosystems.com

Contractor's License: 691828  
Dept. of Industrial Relations  
Registration No: 1000001947

Space for Corporate Seal and Attestation



**Joint Venture Bidder**

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

By: \_\_\_\_\_  
(signature)

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

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

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

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

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

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

Business E-mail: \_\_\_\_\_

If additional joint venture partners are signing, attach additional sheets setting forth the above signature information for each signing joint venture partner.

If the joint venture partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate joint venture partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

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

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

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

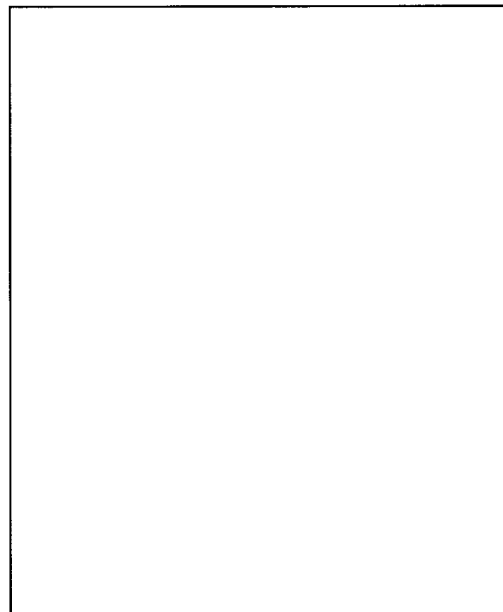
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation





Project No. FM08110000280

Bond No. Bid Bond

**BID BOND**

(Public Work - Public Contract Code Section 20129 (a))

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned Enko Systems, Inc. ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated October 14 2014, in the amount of Six Hundred four thousand one hundred dollars (\$604,100.00) Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders ("Bid Amount") for the award by County to Principal of a contract ("Contract") for the following: East County Emergency Operations Center- AV Bid Package Project No. FM08110000280 ("Project");

AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 ("Admitted Surety");

NOW THEREFORE, the Principal and Developers Surety\*(1) ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten Percent of the Total Amount Bid By Principal \_\_\_\_\_ (\$10% \_\_\_\_\_) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County's bidding documents governing the bidding process applicable to such Bid ("Bidding Documents") enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void, otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety's liability shall not exceed the penal amount of this bond.

\*(1) and Indemnity Company

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of October 13, 2014, 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.

Enko Systems, Inc.  
**(Firm Name - Principal)**

**Affix Seal if Corporation**

1001 South Arrowhead Avenue  
San Bernardino, CA 92408

**(Business Address)**

By   
**(Original Signature)** James Enkosky


President  
**(Title)**

Developers Surety and Indemnity Company  
**(Corporation Name - Surety)**

**Affix Corporate Seal**

P.O. Box 19725  
Irvine, CA 92623

**(Business Address)**

By   
**(Original Signature)** Shannon Lopez  
**ATTORNEY-IN-FACT**

**Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached**

**CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

State of California

County of San Bernardino

On October 13, 2014 before me Raquel L. Soto, Notary Public,

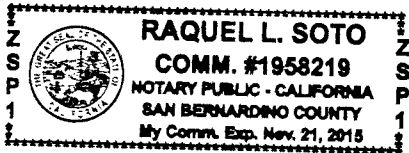
personally appeared Shannon Lopez,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Raquel L. Soto* (Seal)



**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA**  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*George A. DeCristo, Shannon Lopez, Peter M. Davis, Martin M. Davis, Faith M. LaValle, Elizabeth D. Kolpien, Gail E. Connor, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

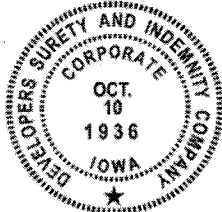
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*  
Mark J. Lansdon, Vice-President



State of California  
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

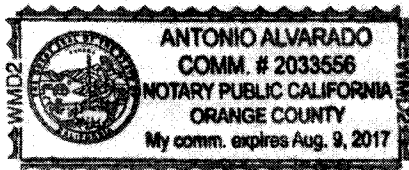
personally appeared Daniel Young and Mark J. Lansdon  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*  
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13th day of October, 2014.

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

## BID SECURITY RECEIPT

The undersigned Bidder has submitted as Bid Security for its Bid in the form of (check appropriate box):

- Bid Bond executed by an Admitted Surety, made payable to the County of Riverside,
- cash,
- cashier's check payable to the order of the County of Riverside, or
- certified check payable to the order of the County of Riverside,

in the amount of Sixty thousand four hundred ten dollars  
dollars/\_\_\_\_\_ cents (\$ 60,410.00 ), which amount is equal to ten percent (10%)  
of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

  
\_\_\_\_\_  
Signature

James Enkosky  
\_\_\_\_\_  
Print Name of Bidder

James Enkosky  
\_\_\_\_\_  
Print Name of Signer

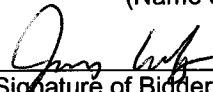
## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>

Date: 10/14/2014

Enko Systems Inc.  
(Name of Bidder)

By:   
(Signature of Bidder)

Address: 1001 S. Arrowhead Ave.  
San Bernardino, CA 92408

Phone: 909-885-7771

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

(Public Contract Code Section 7106)

The undersigned declares:

I am the President of Enko Systems Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or 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.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/14/2014 [date], at San Bernardino [city], California [state].



\_\_\_\_\_  
[Signature of Declarant]

James Enkosky

\_\_\_\_\_  
[Printed Name of Person Signing]

Enko Systems Inc.

\_\_\_\_\_  
[Name of Bidder]

President

\_\_\_\_\_  
[Office or Title]

**Iran Contracting Act**  
(Public Contract Code sections 2200-2208)

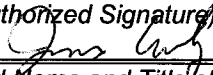
In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> Enko Systems Inc.		<i>Federal ID Number (or n/a)</i> 33-0591011
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> James Enkosky, President		
<i>Date Executed</i> 10/14/14	<i>Executed in</i> San Bernardino, CA	



**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Enko Systems Inc.  
1001 S. Arrowhead Ave.  
San Bernardino, CA 92408

County of Riverside  
East County Emergency Operations Center  
Project Number: FM08110000280

**SEALED BID RECEIVED**  
**CLERK OF THE BOARD OF SUPERVISORS**

---

2014 OCT 14 PM 12:20  
RECEIVED RIVERSIDE COUNTY  
CLERK/BOARD OF SUPERVISORS

## BID FORM

**TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:**

Date: October 14, 2014

Bidder: F. E. C. Electric, Inc.

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

East County Emergency Operations Center, Project No.: FM08110000280,

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions;** and
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Base Bid price of (state in figures) \$ 663,000.00 (state in words)  
Six hundred Sixty-three thousand ----- dollars  
 and no cents.

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.	-1-	Date:	10/06/14
Addendum No.	-2-	Date:	10/09/14
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate 1: Course of Construction Insurance</b>	
Figures: \$ 1,500.00	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: one thousand, Five hundred	
Dollars      no      Cents	
<b>Alternate 2: insert description here</b> N/A	
Figures: \$	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words:	
Dollars      Cents	
<b>Alternate 3: insert description here</b>	
Figures: \$	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words:	
Dollars      Cents	
<b>Alternate 4: insert description here</b>	
Figures: \$	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words:	
Dollars      Cents	
<b>Alternate 5: insert description here</b>	
Figures: \$	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words:	
Dollars      Cents	

**THE UNDERSIGNED BIDDER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:**

1. Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Bid Closing Deadline (as defined in the Bidding Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn or canceled by the Bidder.

2. Bidder adopts and incorporates into this Bid all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.

3. The Bid Security submitted by Bidder is given as a guarantee that if Award of the Construction Contract that is the subject of this Bid is made to Bidder that Bidder will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Bidder is required to submit under the terms of the Bidding Documents, and in the event that the Bidder fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Bid and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).

4. Capitalized terms used in this Bid Form shall have the meanings assigned to them in the Bidding Documents.

**Individual Bidder**

Name of Bidder: N/A

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

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

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

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

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

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

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

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

**Corporation Bidder**

Corporate Name of Bidder: F. E. C. Electric, Inc.

State of Incorporation: California

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

Print Name: Ronald G. Moore

Title: President

Date: October 14, 2014

Business Address: \_\_\_\_\_  
P.O. Box 77  
Redlands, CA 92373

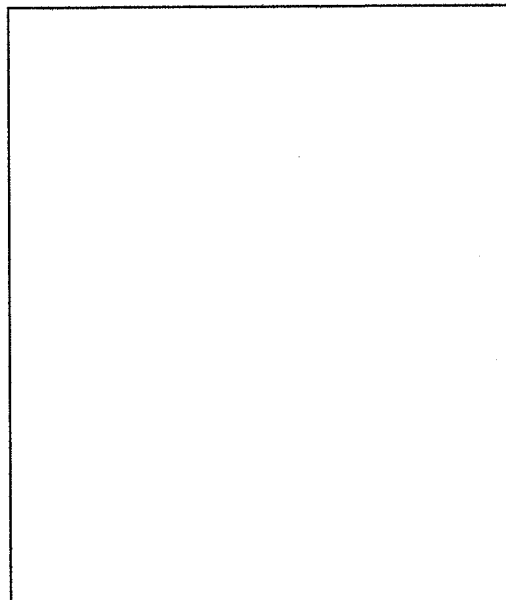
Business Telephone: (909) 793-0965

Business Fax: (909) 793-4625

Business E-mail: ron@fec-electric.com

Contractor's License: 743507  
Dept. of Industrial Relations  
Registration No: N/A

Space for Corporate Seal and Attestation



**Partnership Bidder**

Name of Bidder: N/A

By: \_\_\_\_\_  
(signature)

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

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

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

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

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

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

Business E-mail: \_\_\_\_\_

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: N/A

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

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

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

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

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

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

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

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Joint Venture Bidder**

Name of Bidder: N/A

By: \_\_\_\_\_  
(signature)

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

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

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

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

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

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

Business E-mail: \_\_\_\_\_

If additional joint venture partners are signing, attach additional sheets setting forth the above signature information for each signing joint venture partner.

If the joint venture partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate joint venture partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: N/A

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

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

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

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

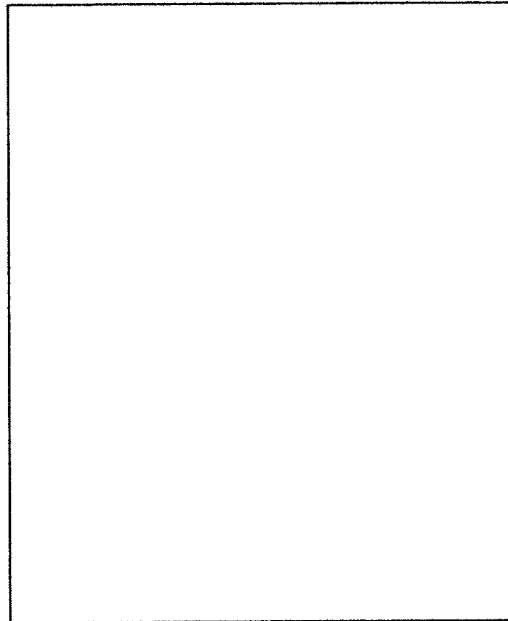
Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation





Project No. FM0811000028

Bond No. N/A

## **BID BOND**

(Public Work – Public Contract Code Section 20129 (a))

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned F. E. C. Electric, Inc. (“Principal”) is herewith submitting to the County of Riverside (“County”) a Bid dated October 14 20 14 in the amount of Six hundred Sixty-three thousand dollars and no cents (\$ 663,000.00) [Enter amount of Principal’s Bid Amount, as defined in the Instructions to Bidders] (“Bid Amount”) for the award by County to Principal of a contract (“Contract”) for the following: East County Emergency Operations Center, Project No.: FM08110000280 (“Project”);

AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 (“Admitted Surety”);

Travelers Casualty and Surety

NOW THEREFORE, the Principal and Company of America (“Surety”), an Admitted Surety, are held and firmly bound unto the County in the penal sum of ten percent of total attached bid amount (\$ 10% of bid) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County’s bidding documents governing the bidding process applicable to such Bid (“Bidding Documents”) enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety’s liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to

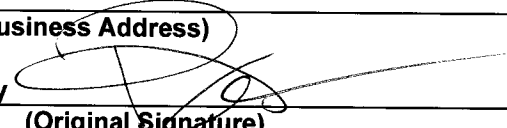
Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of October 6, 2014, 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.


F. E. C. Electric, Inc.  
(Firm Name - Principal)  
P.O. Box 77  
Redlands, CA 92373

**Affix Seal if Corporation**

(Business Address)  
By   
(Original Signature)  
Ronald G. Moore, President  
(Title)

Travelers Casualty and Surety Company of America  
(Corporation Name - Surety)  
One Tower Square, Hartford, CT 06183

**Affix Corporate Seal**

(Business Address)  
By   
(Original Signature)  
ATTORNEY-IN-FACT  
Stephanie Hoang

**Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On Oct. 14, 2014 before me, Joanne Tomsello, Notary Public  
Date Here Insert Name and Title of the Officer

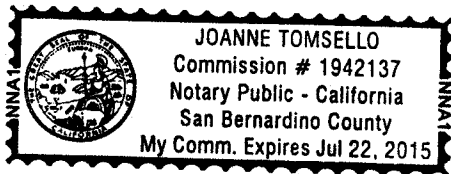
personally appeared Ronald G. Moore  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Joanne Tomsello  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: October 6, 2014 Number of Pages: -2-

Signer(s) Other Than Named Above: Stephanie Hoang

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Ronald G. Moore

- Individual  
 Corporate Officer — Title(s): President  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

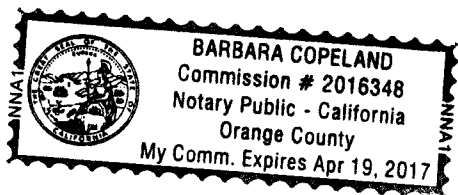
STATE OF CALIFORNIA

County of Orange }

On 10/6/14 before me, Barbara Copeland, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephanie Hoang  
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature Barbara Copeland  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Hoang

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing: \_\_\_\_\_



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223980

Certificate No. 005226229

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Eric Lowey, Mark Richardson, Stephanie Hoang, and Shawn Blume

of the City of Costa Mesa, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of October, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 10th day of October, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6<sup>th</sup> day of October, 20 14.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



## BID SECURITY RECEIPT

The undersigned Bidder has submitted as Bid Security for its Bid in the form of (check appropriate box):

- Bid Bond executed by an Admitted Surety, made payable to the County of Riverside,
- cash,
- cashier's check payable to the order of the County of Riverside, or
- certified check payable to the order of the County of Riverside,

in the amount of ten percent of bid  
dollars/ \_\_\_\_\_ cents (\$ 10% of bid \_\_\_\_\_), which amount is equal to ten percent (10%)  
of the Bidder's Bid Amount, as defined in the Instructions to Bidders.



\_\_\_\_\_  
Signature

F. E. C. Electric, Inc.

Print Name of Bidder

Ronald G. Moore, President

Print Name of Signer



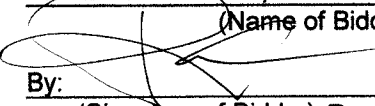
## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>
Low Voltage	Apple Valley Communications	Apple Valley, CA

Date: October 14, 2014

F. E. C. Electric, Inc.  
(Name of Bidder)

By:   
(Signature of Bidder) Ronald G. Moore, Pres.

Address: P.O. Box 77  
Redlands, CA 92373

Phone: (909) 793-0965

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

(Public Contract Code Section 7106)

The undersigned declares:

I am the president of F. E. C. Electric, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or 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.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 14, 2014 [date], at Redlands [city], California [state].



\_\_\_\_\_  
[Signature of Declarant]

Ronald G. Moore

\_\_\_\_\_  
[Printed Name of Person Signing]

F. E. C. Electric, Inc.

\_\_\_\_\_  
[Name of Bidder]

President

\_\_\_\_\_  
[Office or Title]



**Iran Contracting Act**  
(Public Contract Code sections 2200-2208)


In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> F. E. C. Electric, Inc.		<i>Federal ID Number (or n/a)</i> 33-07730016
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Ronald G. Moore, President		
<i>Date Executed</i> October 14, 2014	<i>Executed in</i> Redlands, California	

**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i> N/A		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Proposal for: East County Emergency Operation  
Center - AV Bid Package  
Project No.: FM0811000028

October 14, 2014 1:30 p.m.

**F.E.C. ELECTRIC, INC.**  
P.O. Box 77  
REDLANDS, CA 92373  
(909) 793-0965

TO: Riverside County EDA  
Clerk of the Board  
County Administration Center  
4080 Lemon St., 1st floor  
Riverside, CA 92501

**SEALED BID RECEIVED**  
**CLERK OF THE BOARD OF SUPERVISORS**

2014 OCT 14 PM 1:13

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

**THE**  
**BOND EXCHANGE**  
**AND INSURANCE AGENCY**

October 28, 2014

Clerk of the Board  
Riverside County Economic Development Agency  
4080 Lemon Street Floor 1  
Riverside, CA 92501-3609

Re: Copies of Bid Bonds & Bid Results  
Item: AV Package (East County Emergency Operations Ctr)

To whom it may concern:

I am requesting copies of the Bid Bonds/ Bid Security for all contractors that bid the referenced project on October 14, 2014. I am also requesting the bid results. You can email the requested information if it is more convenient for you.

Please give me a call if you should have any questions regarding this request. Thank you very much for your assistance.

Sincerely,  
The Bond Exchange and Insurance Agency

*Nicole Adler*

Public Records Coordinator Nicole Adler

[records@bond911.com](mailto:records@bond911.com)  
(949) 461-7004 Phone  
(949) 461-7725 Fax

\* These documents are available to the public under the California Public Records Act, government Code Section 6250.

3-23 of 09/09/14