

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



ITEM
3.12
(ID # 3058)

MEETING DATE:

Tuesday, March 14, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND SHERIFF DEPARTMENT :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Larry D. Smith Correctional Facility
Clinic Project - Approval of Site Work Plans and Specifications for Phase 1 and
Advertise for Bids, District 5. [\$7,528,400 - Existing ECDC Bond Proceeds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the three bid packages, General Engineering, Site Utilities and Electrical, included in the Plans and Specifications for Phase I for the Smith Correctional Facility (SCF) Clinic Project;
2. Authorize Tilden Coil Constructors, Inc. (Tilden Coil), to release Phase I bid documents to complete Site Development for the project;

ACTION: (Policy, CIP)

Robert Field, Assistant County Executive Officer/EDA

2/21/2017

Stan Sniff

Sheriff-Coroner-PA

By Scot Collins, Chief Deputy

Scot Collins, Chief Deputy

3/1/2017

Ivan Chand

3/9/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 14, 2017
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By

Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Upon completion of the bid process for each trade, authorize the Assistant County Executive Officer/EDA to submit the Prime Trade Contracts for award of the bid to the lowest responsive and responsible bidder to the Chairman of the Board, and authorize the Chairman to execute the agreements on behalf of the Board provided that, if any of the following occur, the award(s) will be submitted to the Board for action: there is a bid protest, the lowest bid exceeds the estimated construction budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error; and
4. Authorize the Assistant County Executive Officer/EDA to administer the Prime Trade Contracts for each trade in accordance with applicable Board policies.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,000,000	\$ 5,528,400	\$ 7,528,400	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Existing ECDC Bond Proceeds 100% (Previously approved budget)			Budget Adjustment: No For Fiscal Year: 2016/17-2017/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 21, 2016, Item 3-24, the Board of Supervisors (Board) approved in-principle the SCF Clinic project with a preliminary project budget in the amount of \$7,528,400. On November 1, 2016, Item 3-7, the Board approved a professional services agreement for architectural and engineering services with DLR Group, Inc. (DLR) of Riverside, California in the amount of \$412,500 plus a reimbursable allowance of \$10,000; and a professional services agreement for construction management services with Tilden Coil of Riverside, California in the amount of \$1,212,402.

To expedite delivery of the SCF Clinic, the project team composed of the Economic Development Agency (EDA), Sheriff, DLR and Tilden Coil, is recommending to develop construction documents in two phases. Phase I of the project, titled "Clinic Site Work Package", will over-excavate the building pad and bring site utilities adjacent to the building pad. Phase II of the project, titled "Clinic Building Package", will provide plans and specifications from foundations to final building finishes.

Tilden Coil's additional responsibilities will include the organization for all pre-construction and construction meetings, performing quality control, preparing and revising the construction

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schedule; estimating costs before bids and during construction, value engineering before bids and during construction; preparing a site logistics plan, providing bid clarifications, analyzing all bids, and preparing all prime contracts.

DLR has completed the plans and specifications for Phase I and Tilden Coil has prepared the scope of work for each trade for the "Clinic Site Work Packages" which include: general engineering, site utilities and electrical.

Upon completion of the bid packages for each trade, Tilden Coil will solicit bids. In order to keep the project moving forward and meet project schedule commitments, EDA recommends the Board authorize the Assistant County Executive Officer/EDA to determine award for each of the three trades in Phase I of the project in accordance with Board Policy B-11 and authorize the Chairman to execute the agreements on behalf of the Board, provided that the lowest bid falls within the allotted project budget amount for construction.

EDA requests that the Board approve the plans and specifications for Phase I of the project and authorize the Clerk of the Board to advertise the Notice Inviting Bids for each trade.

Impact on Citizens and Businesses

The new clinic space at SCF will improve the frequency and quality of medical and mental health treatment provided to inmates. In addition, the project will provide cost savings to the County by reducing the need to transport inmates to outlying county care facilities for health care services.

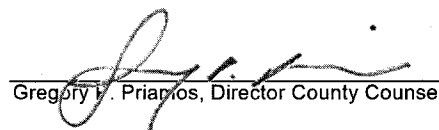
Additional Fiscal Information

There is no cost associated with this particular action; however, the overall project budget in the amount of \$7,528,400 was approved on June 24, 2016 (Item 3-24). Projected expenditures for FY 2016/17 are estimated at \$2,000,000; expenditures for FY 2017/18 are estimated at \$5,528,400. All costs will be 100% funded by existing ECDC Bond Proceeds; thus no departmental budget adjustment is required at this time.

RF:JV:VC:SP:CW:tv FM08250007638 3058 - 13442
S:\Project Management Office\FORM 11'S\Form 11's in Process\3058 - 13442_D7 - 007638 - Smith Correc Fac - Phase I Plans and
Specs and Ad for Bids_030717.doc


Rahini Dasika, Principal Management Analyst

3/6/2017


Gregory V. Priamos, Director County Counsel

3/2/2017

BID AND CONTRACT DOCUMENTS

FOR

BID No. FM08250007638

**Larry D. Smith Correctional Facility -
Clinic Project**

February 2nd, 2016



**3403 10th St – 4th Floor
Riverside, CA 92501**

**COUNTY OF RIVERSIDE
LARRY D. SMITH CORRECTIONAL FACILITY – CLINIC
PROJECT**

**TITLE PAGE
DOCUMENT 00 01 01-1**

FORM APPROVED COUNTY COUNSEL
BY: Naisha D. Veale 2/2/17 DATE
MARSHA L. VICTOR

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LARRY D. SMITH CORRECTIONAL FACILITY
CLINIC PROJECT
FM08250007638

DLR GROUP
PROJECT NO. 75-16607-00
1/11/2017

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NOTICE TO BIDDERS

The **County of Riverside** ("County") will receive sealed bids for the **Construction Management - Multi-Prime Bid No. FM0825007638, Larry D. Smith Correctional Facility - Clinic Project**

Phase 1 (Site Utilities and Earthwork) ("Project") no later than **2:00 PM** on **Thursday, 4/20/17** (the "Bid Deadline")

and

Phase 2 (Clinic Construction) ("Project") no later than **2:00 PM** on **Tuesday, 7/11/17** (the "Bid Deadline")

at **Clerk of the Board located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501**. The Project consists of Construction of one (1) new CMU Masonry single story building with site improvements as further described in the bid and contract documents ("County Documents"). The Pre-qualified Bidders shall review the County Documents for more complete information regarding the Project and submission of bids. The architect's/engineer's construction cost estimate for this Project, including alternates, is **\$3,150,000** (Both Phases)

Bid Documents are available via Smartbid by contacting Tilden-Coil Constructors at 951-684-5901. Bidders shall submit all documents for bidding as provided for in the Instruction to Bidders. **Bids will only be accepted from bidders who have previously pre-qualified with the County of Riverside. Bidders viewing plans online are responsible for contacting Amanda Apat at Tilden-Coil Constructors (951) 684-5901 and requesting to be included on the Plan holders List.** Bid sets are available for viewing in the Construction Manager's office. **Bidders are responsible for confirmation that they have viewed all addenda prior to the bid deadline and will be required to acknowledge addenda on their bid form.**

A **non-mandatory** pre-bid meeting and job walk for prime contractors will be held on

Tuesday March 28th, 2017 (Phase 1) at 10:00 AM

and

Wednesday May 31st, 2017 (Phase 2) at 10:00 AM

at **1627 S. Hargrave St. Banning, CA**. Though not mandatory it is highly encouraged that the following trades attend: **All Trades** (Due to Access into the Facility Reasons). The deadline to submit a request for information is **April 7th, 2017** (Phase 1) and **June 16th, 2017** (Phase 2). RFI's may be submitted to mgarcia@tilden-coil.com.

Only Pre-qualified contractors are allowed to bid. Bids must be submitted to the County on the County's bid forms. **All bids must be addressed, sealed in an envelope, and received by the County no later than the Bid Deadline.** All bids will be publicly opened immediately after the Bid Deadline. Bids received after the Bid Deadline shall be rejected. County reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received.

Bids shall be valid for **ninety (90) days** after the Bid Deadline. Bids must be accompanied by cash, a certified or cashier's check, or a bid bond in favor of the County in an amount not less than ten percent (10%) of the submitted total bid price. The successful bidder will be required to furnish a performance bond and a payment bond, each in the amount of one hundred percent (100%) of the total bid price in the manner described in the County Documents. Bidders shall comply with California Public Contract Code Section 4108 with respect to subcontractor bond requirements.

Bidders shall possess one or more of the following California Contractor's license(s) at the time of the bid opening in order to perform the work:

Category #	Description	License
	Phase 1 – Site Work	
01	Clear and Grub, Over Excavation, Rough Grade, Survey, Relocation of Existing Fence & New Fences and Gates, and Retaining Wall	A and/or B
02	Site Utilities (Domestic Water, Site Gas, Sanitary Sewer and Site Fire Water Main	A and/or C34
03	Site Electrical and Low Voltage	C10
	Phase 2 – Building and Site Work	
04	Finish Grading and Paving	A
05	Concrete (Building and Site)	C8
06	Masonry	C29
07	Casework	C6
08	Roofing	C39
09	Metal Stud, Drywall and Insulation	C9
10	Tile	C54
11	Acoustical Ceilings/Security Ceilings	C2
12	Flooring	C15
13	Painting	C33
14	Miscellaneous Specialties/General Construction	B
15	Fire Protection	C16
16	Plumbing	C36
17	HVAC	C20
18	Electrical and Low Voltage	C10

Contractors wishing to bid on select trades **must** have been previously pre-qualified by the County prior to release of this Notice. Subcontractors must possess the appropriate licenses for each specialty subcontracted.

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.

Basis for Award. Where the Bidding Documents include Allowances; the Lowest Bid Price is the Total Bid Amount identified on the Bid Form and shall include the Base Bid plus all Allowances. In the event of Alternate Bids, Alternate Bids shall not be included in the Total Bid Amount. If applicable the Alternate Bids shall be listed separately on the spaces provided on the Bid Form for Alternate Bids.

This Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. County has obtained the general prevailing rates, which will be on file with the County's Construction Manager and will be available to any interested party.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless registered and qualified to perform public work pursuant to Labor Code section 1725.5.

The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE), and, at the discretion of the County, by the County's labor compliance program.

COUNTY OF RIVERSIDE

By: Charles Waltman, Economic Development Agency, and County of Riverside

Published: **Phase 1 (Site Utilities and Earthwork)** 3/15/17 and 3/22/17

Phase 2 (Clinic Construction) 5/24/17 and 5/31/17

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

County of Riverside ("County") will evaluate information submitted by the apparent low bidder and, if incomplete or unsatisfactory to County, Bidder's bid may be rejected at the sole discretion of County.

1. Bids are requested for a prime construction contract, or work described in general, for the following project ("Project"):

Bid No. FM08250007638 – Larry D. Smith Correctional Facility – Clinic Project

2. County will receive sealed Bids from bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and all other required County forms. Bids not submitted on the County's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. County reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form in the following order:
 - a. 00 41 13 Bid Form
 - b. 00 43 13 Bid Bond on the County's form or other security
 - c. 00 43 36 Designated Subcontractor's List
 - d. 00 45 01 Site-Visit Certification, if a site visit was required
 - e. 00 45 19 Non-Collusion Declaration
 - f. 00 45 46.11 Iran Contracting Act Certification
 - g. 00 45 46.13 Verification of Contractor and Subcontractors' DIR Registration
5. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to County, or a Bid Bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by County (Document 004313 Bid Bond). The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
6. If Bidder to whom the Project is awarded fails or neglects to enter into a written agreement ("Agreement") and submit required bonds, insurance certificates, and all other required documents, within **TEN (10)** calendar days after the date of the Notice of Award, County may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by County as liquidated damages for failure of Bidder to enter into the Agreement, in the sole discretion of County. It is agreed that calculation of damages County may suffer as a result of Bidder's failure to enter into the Agreement would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

7. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in the Bid being deemed non-responsive and the Bid will not be considered.
 - a. Bidder must designate the name, address, license number and trade of ALL listed Subcontractors with the Bid Proposal. The listed Subcontractors' DIR registration number and the value of their trades or portions of the work must be submitted to the County within 24 hours after the public opening and reading of the Bids. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness. Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.
8. If a mandatory pre-bid conference and site visit ("Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. County will transmit to all prospective Bidders of record such Addenda as County in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the County as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
9. Bidders shall submit the Non-collusion Declaration with their Bids. Bids submitted without the Non-collusion Declaration shall be deemed non-responsive and will not be considered.
10. County reserves the right to reject any Bid containing Erasures, Deletions, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the County determines that any bid is unintelligible, inconsistent, or ambiguous, the County may reject such bid as not being responsive to the Notice Inviting Bids.
11. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit to the County a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form or other County-provided document.
12. The Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are available upon request at the County's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
13. **[Reserved]**

14. In accordance with the provisions of California Public Contract Code §3300, the County requires that Bidders possess, at the time of submission of a Bid Proposal, at the time of award of a Contract for a Bid Package and at all times during the Work, the following classification(s) of California Contractors License for each Bid Package, as set forth below. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the County that the Bidder awarded the Contract is properly and duly licensed to perform the Work. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law.

Prequalification: The following Bid Categories as noted below have been pre-approved through a prequalification process as approved by the Board of Supervisors. Owner is not accepting any more prequalification for this bid.

Category #	Description	License
Phase 1 – Site Work		
01	Clear and Grub, Over Excavation, Rough Grade, Survey, Relocation of Existing Fence & New Fences and Gates, and Retaining Wall	A and/or B
02	Site Utilities (Domestic Water, Site Gas, Sanitary Sewer and Site Fire Water Main)	A and/or C34
03	Site Electrical and Low Voltage	C10
Phase 2 – Building and Site Work		
04	Finish Grading and Paving	A
05	Concrete (Building and Site)	C8
06	Masonry	C29
07	Casework	C6
08	Roofing	C39
09	Metal Stud, Drywall and Insulation	C9
10	Tile	C54
11	Acoustical Ceilings/Security Ceilings	C2
12	Flooring	C15
13	Painting	C33
14	Miscellaneous Specialties/General Construction	B
15	Fire Protection	C16
16	Plumbing	C36
17	HVAC	C20
18	Electrical and Low Voltage	C10

Prime Contractors may contract with second tier subcontractors and/or vendors of their choice. Second tier subcontractors and/or vendors are not subject to prequalification with the County of Riverside. Only trade contractors submitting bids directly to the County of Riverside for any of the trade categories stated above are subject to the pre-qualification requirements.

15. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to County that Bidder has fully completed the following:
 - a. Bidder has visited the Site, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
 - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
 - d. Bidder has given the County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the County is acceptable to Bidder;
 - e. Bidder has made a complete disclosure in writing to the County of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the County or other officer or employee of the County presently has or will have in the Agreement or in the performance thereof or in any portion of the profits thereof;
 - f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder under the Agreement is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, County only warrants, and Bidder may only rely, on the accuracy of limited types of information.
- (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, expressed or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on County-supplied information regarding above-ground conditions or as-built conditions.
 - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. County is not responsible for the completeness of such information for bidding or construction; nor is County responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is the County responsible for subsurface conditions that are not specifically shown (for example, County is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.
16. Bidders may examine any available "as-built" drawings of previous work by giving County reasonable advance notice. County will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.

17. All questions about the meaning or intent of the Contract Documents are to be directed in writing through the Construction Manager. Interpretations or clarifications considered necessary by the County in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the County as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
18. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the County.
19. Each Bidder must acknowledge each Addendum in its Bid Form by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the County.
20. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The County is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that the County has not approved. Bidders and materials suppliers who submit requests for substitutions prior to the award of the Project must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. County must receive any request for substitution a minimum of **TEN (10)** calendar days prior to bid opening.
 - b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions shall be listed in Addenda. County reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
21. All Bids must be sealed, and marked with name and address of the Bidder and the Project Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Project.
 - b. Bids must be submitted to the **Clerk of the Board located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501** by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
22. Bids will be opened at or after the time indicated for receipt of bids.

23. The Agreement may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the County's option and under terms established in the Agreement and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
24. The County shall award the Project, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the County shall select the Bidder to whom to award the Project by lot.
25. Time for Completion: County may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Once Bidder has received the Notice to Proceed, Bidder shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the County desires to postpone issuing the Notice to Proceed beyond this three (3) month period, it is expressly understood that with reasonable notice to the Bidder, the County may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Bidder that Bidder shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a three (3) month period. If the Bidder believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Bidder, the Bidder may terminate the Agreement. Bidder's termination due to a postponement beyond this three (3) month period shall be by written notice to County within **TEN (10)** calendar days after receipt by Bidder of County's notice of postponement.
 - c. It is further understood by the Bidder that in the event that Bidder terminates the Agreement as a result of postponement by the County, the County shall only be obligated to pay Bidder for the Work that Bidder had performed at the time of notification of postponement and which the County had in writing authorized Bidder to perform prior to issuing a Notice to Proceed.
 - d. Should the Bidder terminate the Agreement as a result of a notice of postponement, County shall have the authority to award the Agreement to the next lowest responsive responsible bidder.
26. The Bidder to whom the Project is awarded shall execute and submit the following documents by 5:00 p.m. of the **TENTH (10TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles County to reject the bid as non-responsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (100%) (Bidder's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. Workers' Compensation Certification.

- g. Prevailing Wage and Related Labor Requirements Certification. Disabled Veterans' Business Enterprise Participation Certification.
- h. Drug-Free Workplace Certification.
- i. **[RESERVED]**
- j. Hazardous Materials Certification.
- k. **[RESERVED]**
- l. Imported Materials Certification.

27. Bid Protests: Any bid protest by any bidder regarding any other bid received must be submitted in writing to the County's Project Manager before 4:30 p.m. within three (3) business days following bid opening, provided that each and all of the following are complied with:

- a. Only a bidder who has actually submitted a bid, and who could be awarded a contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder.
- b. The written bid protest shall set forth, in detail, all grounds for the bid protest, including, without limitation, all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the bid protest. Any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming with the foregoing shall be rejected by the County as invalid. Materials or information submitted after the bid protest deadline will not be considered.
- c. The bidder's protest must refer to the specific portions of all documents that form the basis for the protest.
- d. The bidder's protest must include the legal name, address, and license number of the company submitting the bid protest, as well as the telephone number, fax number, and email address of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the bidder's protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award of contract depending upon the outcome of the protest.
- f. Provided that a bid protest is filed in strict conformity with the foregoing, the Project Manager for the County or designee shall review and evaluate the basis of the bid protest. The Project Manager or designee shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest.
- g. A bidder may appeal the decision of the Project Manager for the County or designee to the Project Manager for the County within three (3) business days of notification thereof. The bidder's appeal shall conform to the requirements as noted in Items a through e above. Any appeal not conforming with the foregoing shall be rejected by the County as invalid.

- h. Provided that a bidder's appeal to the County's decision is filed in strict conformity with the foregoing, the County shall review and evaluate the basis for the bidder's appeal. The County shall provide the bidder submitting the appeal a written statement concurring with or rescinding the County's determination of the bidder's bid protest, which shall be a final determination of the County.
 - i. The procedure and time limits set forth in this procedure are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code claim or legal proceedings.
 - j. The rendition of written statements by the County to adopt, modify, or reject the disposition of the bid protest or appeals reflected in such written statements shall be the expressed conditions precedent to the County of any legal or equitable proceedings relative to the bidding process, the County's award of a contract, the County's disposition of any bid protest, or the County's decision to reject all bids. In the event that any such legal or equitable proceedings are instituted and the County is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.
28. County reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if County believes that it would not be in the best interest of the County to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County. County also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
29. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
30. Prior to the award of the Project, County reserves the right to consider the responsibility of the Bidder. County may conduct investigations as County deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to County's satisfaction within the prescribed time.
- 31. [RESERVED]**
32. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

33. This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the County or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The County reserves the right to withhold contract payments if the County is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the County. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the County, by the County's labor compliance program.
34. Bidders shall submit the Verification of Contractor and Subcontractors' DIR Registration Form with their Bids. Bidder's submitting Bids without this Form shall be granted a 24 hour grace period to provide proof of DIR Registration. Failure to provide the DIR Registration Verification within the 24 hour grace period shall deem their bid as non-responsive.

END OF DOCUMENT

GEOTECHNICAL DATA

1. Summary

This document describes geotechnical data at or near the Project that is in the County's possession available for Contractor's review, and use of data resulting from various investigations. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

2. Geotechnical Reports

- a. Geotechnical reports may have been prepared for and around the Site by soil investigation engineers hired by County of Riverside ("County"), and its consultants, contractors, and tenants.
- b. Geotechnical reports may be inspected at the County offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports are **not** part of the Contract Documents.
- c. The reports and drawings of physical conditions that may relate to the Project are the following:
 1. Geotechnical Investigation Report (RMA Group Dated 9/23/16)

3. Use of Data

- a. Geotechnical data were obtained only for use of County and its consultants, contractors, and tenants for planning and design and are **not** a part of Contract Documents.
- b. Except as expressly set forth below, County does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting a Bid it is not relying on any geotechnical data supplied by County, except as specifically allowed below.
- c. Under no circumstances shall County be deemed to make a warranty or representation of existing above ground conditions, as-built conditions, or other actual conditions verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor should perform as a condition to bidding and Contractor must not and shall not rely on information supplied by County.

4. Limited Reliance Permitted on Certain Information

- a. Reference is made herein for identification of:

Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by County in preparation of the Contract Documents;

Drawings of physical conditions in or relating to existing subsurface structures (except underground facilities) that are at or contiguous to the Site and have been utilized by County in preparation of the Contract Documents.

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

5. Investigations/Site Examinations

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, County will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and County's prior approval.

END OF DOCUMENT

BID FORM

To: Governing Board of the County of Riverside ("County")

From: _____
(Proper Name of Bidder)**PROJECT:** _____**PHASE:** _____

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, equipment, and services to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. FM08250007638, Larry D. Smith Correctional Facility - Clinic Project** ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes and mark up included:

Bid Category No. _____

Description: _____

A. Base Bid (Includes all General Conditions/Requirements, Mark-Up, Bonds, etc. for Allowances):

Amount: \$ _____ Written

Dollars _____

B. Allowances (Actual Amount of Allowance Only. All General Conditions / Requirements, Mark-Up, Bonds, etc. for Allowances to be included in Bas Bid Above).a. Allowance No. _____ Description: _____

Amount: \$ _____ Written

Dollars _____

b. Allowance No. _____ Description: _____

Amount: \$ _____ Written

Dollars _____

c. Allowance No. _____ Description: _____

Amount: \$ _____ Written

Dollars _____

C. Total Bid Amount (Base Bid plus all Allowances – Items A and B Above):

Amount: \$ _____ Written
Dollars _____

NOTE: Alternate Bids are not to be included in the Total Bid Amount Above.

[IF APPLICABLE] Additive/Deductive Alternates: (Refer to the Scope of Work Summaries – If Unit Price Alternate, please List the Cost per Units (Example \$/Square Foot)).

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

Alternate # _____ Description _____

Written: \$ _____
Dollars _____

Alternate # _____ Description _____

Written: \$ _____
Dollars _____

Alternate # _____ Description _____

Written: \$ _____
Dollars _____

NOTE: The Bidder confirms that it has checked all the above figures and understands that neither the County nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Bid Form.

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Bid, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the County, and agrees that its Bid, if accepted by the County, will be the basis for the Bidder to enter into a contract with the County in accordance with the intent of the Contract Documents.
2. The undersigned has notified the County in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause of the Supplemental General Conditions and Agreement is hereby acknowledged.
5. The undersigned acknowledges that [five percent (5%)] retention is required for this Project.
6. It is understood that the County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto and in the following order:
 - 00 41 13 - Bid Form
 - 00 43 13 - Bid Bond on the County's form or other security
 - 00 43 36 - Designated Subcontractors List
 - 00 45 01 - Site-Visit Certification, if a site visit was required
 - 00 45 19 - Non-collusion Declaration
 - 00 45 46.11 - Iran Contracting Act Verification
 - 00 45 46.13 - Verification of Contractor and Subcontractors' DIR Registration
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

9. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
10. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
11. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

13. The undersigned Bidder certifies that it is, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the County that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20__

Name of Bidder _____

Type of Entity [Corp., LLC, etc.] _____

Signature of Bidder _____

Name & Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Contractor's DIR Registration No.: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____ as Principal ("Principal"),

and _____ as Surety ("Surety"),
a corporation organized and existing under and by virtue of the laws of the State of _____
and authorized to do business as a surety in the State of California, are held and firmly bound
unto the County of Riverside ("County") of Riverside County, State of California as Oblige, in
the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to
be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid
to the County for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner
required under the Contract Documents, after the prescribed forms are presented to Principal
for signature, enters into a written contract ("Agreement"), in the prescribed form in
accordance with the bid, and files two bonds, one guaranteeing faithful performance and the
other guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the contract between the Principal and the Oblige becoming effective, or if the
Principal shall fully reimburse and save harmless the Oblige from any damage sustained by
the Oblige through failure of the Principal to enter into the Agreement and to file the required
performance and labor and material bonds, and to meet all other conditions to the Agreement
between the Principal and the Oblige becoming effective, then this obligation shall be null and
void; otherwise, it shall be and remain in full force and effect. The full payment of the sum
stated above shall be due immediately if Principal fails to execute the Agreement within ten
(10) days of the date of the County's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Agreement or the call for bids, or to the work to be
performed thereunder, or the specifications accompanying the same, shall in any way affect its
obligation under this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the Agreement or the call for bids, or to the work,
or to the specifications.

In the event suit is brought upon this bond by the Oblige and judgment is recovered, the
Surety shall pay all costs incurred by the Oblige in such suit, including a reasonable attorneys'
fee to be fixed by the Court.

If the County awards the bid, the security of unsuccessful bidder(s) shall be returned within
ninety (90) days from the time the award is made. Unless otherwise required by law, no
bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Bid No. FM08250007638, Larry D. Smith Correctional Facility – Clinic Project

Bidder Qualifications: Bidders wishing to bid as a prime contractor and/or work on selected trades on this Project must have been previously pre-qualified by the County of Riverside in one or more of the following categories:

Please refer to 00 21 13-Instructions to Bidder for a complete list of prequalified trades. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

Bidder shall have twenty four (24) hours to submit the expanded subcontractor list after the public opening of the bid pursuant to Public Contract Code section 4104.

Subcontractor Name:	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
Subcontractor Name:	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
Subcontractor Name:	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
Subcontractor Name:	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
Subcontractor Name:	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	

Subcontractor Name:	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
Subcontractor Name:	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
Subcontractor Name:	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
Subcontractor Name:	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
Subcontractor Name:	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	

Subcontractor Name:	Location:
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<i>This form must be executed and returned with bid proposal even if no subcontractors are listed:</i>	
Date:	
Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	

*** This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the County receives this information in a timely manner. The County is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the County, the County's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities, or other differences in any subsequent Designated Subcontractors List submitted by the bidder.**

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
REGARDLESS IF SITE VISIT WAS MANDATORY OR NOT

PROJECT: _____

Check option that applies:

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the County of Riverside, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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**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 ("Bidder").

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the County of Riverside
("County") and _____ ("Bidder") ("Project").

Labor Code section 3700, in relevant part, provides:

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; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

(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 Project.)

END OF DOCUMENT

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**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between County of Riverside
("County") and _____ ("Bidder")
("Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby certify that Bidder and all subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 at all times during performance of the Work.

I hereby certify that Bidder and all subcontractors (of any tier) shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between _____ the
County of Riverside ("County") and _____ ("Bidder") ("Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990 ("Act"). The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The County is not a "state agency" as defined in the applicable section(s) of the Government Code, but the County is a local agency under California law and requires all contractors on County projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Bidder shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the County determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ ("Project") between County of
Riverside ("County") and _____ ("Contractor").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the County.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ ("Project") between County of
Riverside ("County") and _____ ("Contractor").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA").

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
☐ Wholesaler ☐ Broker ☐ Retailer
☐ Distributor ☐ Other _____

Type of Entity ☐ Corporation ☐ General Partnership
☐ Limited Partnership ☐ Limited Liability Company
☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)

PROJECT/CONTRACT NO.: _____ between County of Riverside
 ("County") and _____ ("Contractor" or
 "Bidder").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more to the County, the Bidder 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 vendor 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 – THIS PROJECT IS LESS THAN \$1,000,000. THIS CERTIFICATION IS N/A.

OPTION #2 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/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.

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

OPTION #3 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/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 to enter into or to renew, 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>Vendor 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>

END OF DOCUMENT

**VERIFICATION OF CONTRACTOR AND
SUBCONTRACTORS' DIR REGISTRATION**

I am the _____ of ("Bidder") _____ submitting the
(Title/Position) (Bidder Name)

accompanying Bid for the work described as _____.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is June 30, 20_____.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the County with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid is subject to rejection for non-responsiveness.
9. I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this _____ day of _____, 20_____ at _____
(City and State)

(Signature)

(Name, typed or printed)

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PROJECT: _____/BID NO.: _____

DATE OF CONTRACT: _____/CONTRACT NO.: _____

DOLLAR VALUE: _____

LIQUIDATED DAMAGES: _____

CONTRACTOR: _____

TERM: _____

TIME FOR COMPLETION: _____

AGREEMENT FORM

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, **20**_____, by and between the **County of Riverside** ("County") and _____ ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Larry D. Smith Correctional Facility – Clinic Project** ("Project")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the County or its authorized representative.

2. **The Contract Documents:** The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the County and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the County for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the County in the matter shall be final.
4. **Time for Completion:** The County may give notice to proceed within ninety (90) days of the award of the bid by the County. Refer to Section 013216 for completion time line expectations from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.
5. **Coordination of Work:** Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the County for all loss and damage that the County may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The County shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the County will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the County the sum of **Two Thousand Five Hundred** dollars (**\$2,500.00**) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the County, the County may deduct that amount from any money due or that may become due the Contractor under this Agreement. The County's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the County may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The County and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Execution of Work:** If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the County, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **County Representatives:** Contractor hereby acknowledges that the Architect(s), County's Agent and the Project Inspector(s) have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any monies due or to become due thereunder, may be assigned by the Contractor without the written approval of the County, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type _____ Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code.
14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the County, by the County's labor compliance program.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the County covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ **Dollars**

(\$ _____),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the County and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR:

COUNTY:
County of Riverside

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into this _____ day of _____, 2016, by and between **the County of Riverside**, whose address is **3403 10th Street, Suite 400, Riverside, CA 92501**, hereinafter called "Owner," and _____, whose address is _____, hereinafter called "Contractor," and _____ **Bank** whose address is _____, hereinafter called "Escrow Agent."

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

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the project known as **Larry D. Smith Correctional Facility - Clinic Project**, in the amount of _____ **Dollars (\$_____)**, dated _____, 2016 (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of County of Riverside, and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

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

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

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (6) through (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

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

On behalf of Owner:

County of Riverside

Name: Vincent Coffeen

Title: Assistant Director

On behalf of Contractor:

Name: _____

Title: _____

Signature _____

Address: 3403 10th Street, Suite 400
Riverside, CA 92501

Signature _____

Address: _____

On behalf of Escrow Agent:

Name: _____

Title: _____

Signature _____

Address: _____

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

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers effective on the date first set forth above.

OWNER:

County of Riverside

Title: Chairperson

Name: Marion Ashley

Signature _____

CONTRACTOR:

Title: _____

Name: _____

Signature _____

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") for the County of Riverside, ("County") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

LARRY D. SMITH CORRECTIONAL FACILITY - CLINIC PROJECT (Project Name)

("Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract and by California Public Contract Code section 20129(b) to furnish a 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 the County in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the County all damages the County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the County, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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) subject to the penal amount of this bond as set forth above.

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 County, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the County of Riverside, ("County") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

LARRY D. SMITH CORRECTIONAL FACILITY – CLINIC PROJECT (Project Name)

("Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1. Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1. Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) at the Project.

1.1.2. Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.3. Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the County's Architect on this Project or the Architect's authorized representative.

1.1.4. As-Built Drawings: Unless otherwise defined in the special conditions, reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal.

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

1.1.6. "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.

1.1.7. Bidder: A contractor who intends to provide a proposal to the County to perform the Work of this Contract.

1.1.8. "Board of Supervisors" means the Board of Supervisors for the County of Riverside.

1.1.9. Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

1.1.10. 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.

1.1.11. [RESERVED]

1.1.12. Construction Change Directive: A written order prepared and issued by the County, the Construction Manager, and/or the Architect and signed by the County and the Architect, directing a change in the Work.

1.1.13. Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the County. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to County.

1.1.14. Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by County.

1.1.15. Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the County and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.15.1.** Notice to Bidders
- 1.1.15.2.** Instructions to Bidders
- 1.1.15.3.** Bid Form and Proposal
- 1.1.15.4.** Bid Bond
- 1.1.15.5.** Designated Subcontractors List
- 1.1.15.6.** Site-Visit Certification
- 1.1.15.7.** Non-collusion Declaration
- 1.1.15.8.** Notice of Award
- 1.1.15.9.** Notice to Proceed
- 1.1.15.10.** Agreement
- 1.1.15.11.** Escrow of Bid Documentation
- 1.1.15.12.** Escrow Agreement for Security Deposits in Lieu of Retention
- 1.1.15.13.** Performance Bond
- 1.1.15.14.** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.15.15.** General Conditions
- 1.1.15.16.** Special Conditions (if applicable)
- 1.1.15.17.** [RESERVED]
- 1.1.15.18.** Hazardous Materials Procedures and Requirements
- 1.1.15.19.** Workers' Compensation Certification
- 1.1.15.20.** Prevailing Wage Certification
- 1.1.15.21.** Drug-Free Workplace Certification
- 1.1.15.22.** [RESERVED]
- 1.1.15.23.** Hazardous Materials Certification
- 1.1.15.24.** [RESERVED]
- 1.1.15.25.** Imported Materials Certification
- 1.1.15.26.** [RESERVED]
- 1.1.15.27.** Iran Contracting Act Certification
- 1.1.15.28.** Verification of Contractor and Subcontractors' DIR Registration
- 1.1.15.29.** All Plans, Technical Specifications, and Drawings
- 1.1.15.30.** Any and all addenda to any of the above documents

1.1.15.31. Any and all change orders or written modifications to the above documents if approved in writing by the County

1.1.15.32. Scope of Work Summary

1.1.16. Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.17. Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.18. Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

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

1.1.20. "County Amount" means the component amount calculated on behalf of County 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.

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

1.1.22. "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.

1.1.23. "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.

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

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

1.1.26. Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.27. Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.28. Dispute: A separate demand by Contractor for a time extension; payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the County.

1.1.29. County: The public agency for which the Work is performed. The governing board of the County or its designees will act for the County in all matters pertaining to the Contract. The County may, at any time,

1.1.29.1. Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the County; and/or

1.1.29.2. Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the County will communicate with or direct the Contractor.

1.1.30. Drawings (or "Plans"): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

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

1.1.32. Force Account Directive: A process that may be used when the County and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.33. "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.

1.1.34. "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.

1.1.35. "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.

1.1.36. Municipal Separate Storm Sewer System (or "MS4"): A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.37. Premises: The real property owned by the County on which the Site is located.

1.1.38. "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.

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

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

1.1.41. Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the County for reuse.

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

1.1.43. Project: The planned undertaking as provided for in the Contract Documents.

1.1.44. Project Inspector (or "Inspector"): The individual(s) retained by the County in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.45. Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the County. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Project Manager herein shall be read to refer to County.

1.1.46. Provide: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.47. Qualified SWPPP Practitioners ("QSP"): Certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.48. Record Drawings: Unless otherwise defined in the Special Conditions, Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents, that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project.

1.1.49. Request for Information ("RFI"): A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.50. Request for Substitution for Specified Item: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.51. Safety Orders: Written and/or verbal orders for construction issued by the California Division of Industrial Safety ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.52. Safety Plan: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.53. Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.54. Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.55. Site: The Project site as shown on the Drawings.

1.1.56. Specifications: That portion of the Contract Documents, Division 1 through Division 40, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.57. State: The State of California.

1.1.58. [RESERVED]

1.1.59. Storm Water Pollution Prevention Plan (or "SWPPP"): A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.60. Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.61. Submittal Schedule: The schedule of submittals as provided by Contractor and approved by the County.

1.1.62. Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.63. Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2. Laws Concerning The Contract

Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting the County, or the property, funds, operations, or powers of the County, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3. No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of the County, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4. No Assignment

Contractor shall not assign this Contract or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the County. Assignment without County's prior written consent shall be null and void. Any assignment of money due or to be come due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by County in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the County.

1.5. Notice And Service Thereof

1.5.1. Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized

representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1. If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2. If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

1.5.1.3. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.6. No Waiver

The failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the County, Architect, Program Manager or Construction Manager shall constitute a waiver of any right or duty afforded the County under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7. Substitutions For Specified Items

Unless the Special Conditions contain different provisions, Contractor shall not substitute different items for any items identified in the Contract Documents without prior written approval of the County.

1.8. Materials and Work

1.8.1. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract within the Contract Time.

1.8.2. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

1.8.3. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected as required.

1.8.4. For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.8.5. Contractor shall, after award of Contract by County and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon

demand from County, present documentary evidence showing that orders have been placed.

1.8.6. County reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

1.8.7. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to the County, together with all improvements and appurtenances constructed or placed thereon by it, and 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 work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise the County as to owner thereof.

1.8.7.1. If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any County property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by County and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

1.8.7.2. If the Contractor fails to furnish to the County within ten (10) calendar days after demand by the County, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the County may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by County from any sum payable to Contractor under the Contract.

1.8.8. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of the County (e.g., stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9. Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by County. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to County or its authorized representative and shall, at the County's request, forward it to the County.

2. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

2.1. Submittals defined.

2.1.1. Shop Drawings. The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units usually mass-produced and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

2.1.2. Samples. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for, in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

2.1.3. Contractor's Schedule for Submission of Shop Drawings. Contractor shall obtain and shall submit all required shop drawings, samples, etc., in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions or the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor but in no event later than ninety (90) days after the execution of the Contract. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the County, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, including the construction schedule. The submission of the shop drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Paragraph 2.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the shop drawings. However, shop drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Paragraph 2.4, "Substitutions." Review by County and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings

in accordance with the Contract Documents. Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially, will be returned un-reviewed by the Architect for resubmission by the Contractor. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each shop drawings:

"The contractor has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the shop drawings that does not conform to the contract documents. This shop drawing has been coordinated with all other shop drawings received to date by contractor and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the engineers on this project.

Signature of Contractor and date"

2.1.4. Extent of Review. In reviewing shop drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and shop drawings and Work which is not indicated on the shop drawings at the time of submission of shop drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the submittals or Contract Documents. In no event shall changes to the Contract Documents be authorized by any shop drawing review actions of the Architect. No review action by the Architect or County, implicit or explicit, shall be interpreted to authorize changes to the requirements set forth in the Contract Documents. Changes to the Contract Documents shall only be authorized by a separate written change order or change directive.

2.2. Drawing Submission Procedure.

2.2.1. Transmittal Letter and Other Requirements. All shop drawings must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

2.2.2. Copies Required. Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations

and other calculations; and (5) other pertinent information as required by the County or Architect.

2.2.3. Corrections. The Contractor shall make all corrections required by Architect and shall resubmit, as required by Architect, corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor.

2.2.4. Approval Prior to Commencement of Work. No portion of the Work requiring a shop drawing or sample submission or other submittal shall be commenced until the submission has been reviewed by Contractor and Architect and approved by Architect unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings and samples.

2.3. Sample Submissions Procedure.

2.3.1. Samples Required In case a considerable range of color, graining, texture, or other characteristics are anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products; and products delivered or erected without submittal and approval of a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date, and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

2.3.2. Labels and Instructions. All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions.

2.3.3. Architect's Review. The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or County's) standard procedures.

2.3.4. Record Drawings and Annotated Specifications. The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings in Autocad and Annotated Specifications will be delivered to County in accordance with the Contractor's approved construction schedule. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the County, Construction Manager and the Architect. On completion of the Work and prior to Application for Final Payment, the Contractor will provide one complete set of Record Drawings (in Autocad) and Annotated

Specifications to the County, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

2.3.5. Equipment Manuals. Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the County through the Construction Manager.

2.3.6. County's Property. All shop drawings, computer disks, annotated specifications, samples and other submittals shall become the County's property upon receipt by the County or Architect.

2.4. Substitutions.

2.4.1. One Product Specified Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or, equal." Pursuant to Paragraph 2.4.3, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.

2.4.2. Products Specified which are Commercially Unavailable. If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the County's discretion. The written approval of the County, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The County may condition its approval of the substitution upon the delivery to County of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the County, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.

2.4.3 Substitution Request Form. Requests for substitutions of products, materials, or processes in place of a Specified Item must in writing on the County's Substitution Request Form ("Request Form") at the time of submitting bids to the County, except as provided for in Paragraph 2.4.2. Bidders and materials suppliers who submit requests for substitutions prior to the award of the Project must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

2.4.3. County must receive any request for substitution a minimum of **TEN (10)** calendar days prior to bid opening.

2.4.3.1 Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

2.4.3.2 Approved substitutions shall be listed in Addenda. County reserves the right not to act upon submittals of substitutions until after bid opening.

2.4.3.3 Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

2.4.4 The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality/service/ability to the Specified Item;
2. Will entail no changes in detail, construction, and scheduling of related work;
3. Will be acceptable in consideration of the required design and artistic effect;
4. Will provide no cost disadvantage to the County;
5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6. Will required no change of the construction schedule.

In completing the Request Form, the bidder must state, with respect to each requested substitution, whether the bidder will agree to provide the Specified Item in the event that the County denies the bidder's request for such requested substitution. In the event that the bidder has agreed in the Request Form to provide the Specified Item and the County denies the bidder's requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the County.

If the Architect and County accept a proposed substitution, the Contractor agrees to pay for all engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the County, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the County.

2.5. Deferred Approvals.

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 21 California Code of Regulations has specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's.

3. COUNTY RIGHTS AND OBLIGATIONS

3.1. INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY

3.1.1. 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.

3.1.2. 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:

3.1.2.1. 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:

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

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

3.1.2.1.3.(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

3.1.2.2. 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 in 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".

3.1.3. 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.

3.1.4. 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.

3.2. 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.

3.3. 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.

3.4. ACCOUNTING, RECORDS AND AUDIT

3.4.1. 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.

3.4.2. 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.

3.4.3. 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 aforesaid 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.

3.4.4. 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.

3.4.5. 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.

3.4.6. Specific Performance. Contractor agrees that any failure to provide access to books and records as required by this Section 3.4 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.

3.5. COUNTY FURNISHED MATERIALS

3.5.1. 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.

3.5.2. Deleted Work. If the materials, products or equipment provided by County are pursuant to Paragraph 3.5.1 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.

3.5.3. 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 3.6, 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.

3.5.4. 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.

3.5.5. 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.

3.5.6. 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.

3.5.7. 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.

3.6. 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.

3.7. 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.

4. ARCHITECT

4.1. The Architect shall represent the County during the Project and will observe the progress and quality of the Work on behalf of the County. Architect shall have the authority to act on behalf of County to the extent expressly provided in the Contract Documents and to the extent determined by County. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

4.2. Architect shall, with the County and on behalf of the County, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the County, interpret all other Contract Documents.

4.3. Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

4.4. Contractor shall provide County through the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

5. CONSTRUCTION MANAGER

If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the County's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or County shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility. The Construction Manager shall not be responsible for the Contractor's, Subcontractors', material or equipment suppliers', or any other person's schedules or failure to carry out the Work in accordance with the Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager in the Construction Manager's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

5.1. The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the County, the Architect, and/or the Project Inspector. The Construction Manager shall also have the

authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

5.2. If the County does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as County.

6. INSPECTOR, INSPECTIONS, AND TESTS

6.1. Project Inspector

6.1.1. One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by County, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project.

6.1.2. No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) are authorized to stop work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) shall be without liability to the County. Contractor shall instruct its Subcontractors and employees accordingly.

6.1.3. If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

6.2. Tests and Inspections

6.2.1. Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

6.2.2. The County will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the County's representative and not by the Contractor. The Contractor shall notify the County's representative a sufficient time in advance of its readiness for required observation or inspection.

6.2.3. The Contractor shall notify the County's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents that must by terms of the Contract Documents be tested, in order that the County may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

6.2.4. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

6.2.5. The County will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the

Contract Documents shall be paid for by the County and reimbursed by the Contractor or deducted from the Contract Price.

6.3. Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the County or the County may deduct those expenses from the next Progress Payment.

7. CONTRACTOR

Contractor shall construct the Work for the Contract price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and completion of the Work, except as indicated herein.

7.1. Status of Contractor

7.1.1. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the County, or any of the County's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of County employees. County shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

7.1.2. As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractor's State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, <http://www.cslb.ca.gov>.

7.2. Contractor's Supervision

7.2.1. During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees of the Contractor, to whom the County does not object and at least one of whom shall be fluent in English, written and verbal. Supervision shall be present on a full-time basis and shall be dedicated exclusively to the Project and Contractor shall not share supervisory duties with another project or job.

7.2.2. The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

7.2.3. Before commencing the Work herein, Contractor shall give written notice to County of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to County, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, County, any of the County's employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify County in writing. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

7.2.4. Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to County, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to County's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

7.3. Duty to Provide Fit Workers

7.3.1. Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. County may require Contractor to permanently remove unfit persons from Project Site.

7.3.2. Any person in the employ of Contractor or Subcontractor(s) whom County may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of County.

7.3.3. The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

7.3.4. If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the County. The County shall determine if Contractor's intended change is permissible while performing this Contract.

7.4. Field Office

7.4.1. Contractor may provide on the Work Site a temporary office if space permits.

7.5. Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from County to assure that there will be no delays.

7.6. Documents On Work

7.6.1. Contractor shall at all times keep on the Work Site, or at another location as the County may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to County, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of title 24.

7.6.2. Daily Job Reports.

7.6.2.1. Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

7.6.2.1.1. A brief description of all Work performed on that day.

- 7.6.2.1.2. A summary of all other pertinent events and/or occurrences on that day.
- 7.6.2.1.3. The weather conditions on that day.
- 7.6.2.1.4. A list of all Subcontractor(s) working on that day,
- 7.6.2.1.5. A list of each Contractor employee and their full name and level (apprentice, journeyman, etc.) working on that day and the total hours worked for each employee.
- 7.6.2.1.6. A complete list of all equipment on Site that day, whether in use or not.
- 7.6.2.1.7. All complete list of all materials, supplies, and equipment delivered on that day.
- 7.6.2.1.8. A complete list of all inspections and tests performed on that day.
- 7.6.2.2. Each day Contractor shall provide a copy of the previous day's Daily Job Report to the Construction Manager.

7.7. Preservation of Records

The County shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the County. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the County. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

7.8. Integration of Work

7.8.1. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as County and/or Architect may direct.

7.8.2. All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

7.8.3. Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of County.

7.9. Obtaining of Permits and Licenses

Contractor shall secure and pay for all permits, licenses, and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, if any, before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final

permits, licenses, and certificates shall be delivered to County before demand is made for final payment.

7.10. Royalties and Patents

7.10.1. Contractor shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the County, the Architect, and the Construction Manager harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Contractor shall indemnify and defend the County, Architect and Construction Manager against any loss or damage unless the Contractor promptly informs the County of its information.

7.10.2. The review by the County or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be only its adequacy for the Work and shall not approve use by the Contractor in violation of any patent or other rights of any person or entity.

7.11. Work to Comply With Applicable Laws and Regulations

7.11.1. Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify County in writing and any changes deemed necessary by County shall be made as provided in Contract for changes in Work.

7.11.1.1. National Electrical Safety Code, U. S. Department of Commerce

7.11.1.2. National Board of Fire Underwriters' Regulations

7.11.1.3. Uniform Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

7.11.1.4. Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

7.11.1.5. Industrial Accident Commission's Safety Orders, State of California

7.11.1.6. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

7.11.1.7. Americans with Disabilities Act

7.11.1.8. Education Code of the State of California

7.11.1.9. Government Code of the State of California

7.11.1.10. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

7.11.1.11. Public Contract Code of the State of California

7.11.1.12. California Art Preservation Act

7.11.1.13. U. S. Copyright Act

7.11.1.14. U. S. Visual Artists Rights Act

7.11.2. Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.)

7.11.3. If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom.

7.11.4. Where Specifications or Drawings state that materials, processes, or procedures must be approved by the, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

7.12. Safety/Protection of Persons and Property

7.12.1. The Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

7.12.2. The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

7.12.3. Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.

7.12.4. Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

7.12.5. The Contractor shall furnish to the County a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

7.12.6. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by County. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

7.12.7. Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

7.12.8. Hazards Control - Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

7.12.9. Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to

comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to County by Contractor.

7.12.10. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

7.12.11. Contractor shall comply with any County storm water requirements that are approved by the County and applicable to the Project, at no additional cost to the County.

7.12.12. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

7.12.13. All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the County reserves the right to designate certain items of value that shall be turned over to the County unless otherwise directed by County.

7.12.14. All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the County during the entire progress of the Work.

7.12.15. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

7.12.16. The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the County and others.

7.12.17. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

7.12.18. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of County and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

7.12.19. Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. County may require Contractor to permanently remove non-complying persons from Project Site.

7.12.20. Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California; replace them at no cost to County.

7.12.21. In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the County prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the County as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

7.12.22. The Contractor shall furnish to the County a copy of the Contractor's Material Safety Data Sheets ("MSDS") within the time frame indicated in the Contract Documents and specifically adapted for the Project.

7.12.23. The Contractor shall furnish to the County a copy of the Contractor's Injury Illness Prevention Plan ("IIPP")

7.12.24. Within the time frame indicated in the Contract Documents and specifically adapted for the Project.

7.13. Working Evenings and Weekends

Contractor may be required to work evenings and/or weekends at no additional cost to the County. Contractor shall give the County seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon County's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the County for any Inspector charges necessitated by the Contractor's evening and/or weekend work.

7.14. Cleaning Up

7.14.1. The Contractor shall provide all services, labor, materials, and equipment necessary for protecting the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by County. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

7.14.2. Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, County may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the County as it deems necessary for the continuing operations process. Contractor shall comply with all related provisions of the Specifications.

7.14.3. If the Construction Manager, Architect, or County observes the accumulation of trash and debris, the County will give the Contractor a 24-hour written notice to mitigate the condition.

7.14.4. Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the County, the County will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price, or County may withhold those amounts from payment(s) to Contractor.

7.15. DIR Registration

Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

8. SUBCONTRACTORS

8.1. Contractor shall provide the County with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

8.2. No contractual relationship exists between the County and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

8.3. Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to County for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

8.4. County's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

8.5. Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein all including, without limitation, section 1775 and

the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

8.6. No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100, et seq., of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, either:

8.6.1. Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

8.6.2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

8.6.3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

8.7. The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

8.8. Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

8.9. Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8.10. All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a subcontractor of any tier unless the subcontractor is properly registered with DIR. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

9. OTHER CONTRACTS/CONTRACTORS

9.1. County reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

9.2. In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

9.3. If any part of Contractor's Work depends on proper execution or results upon work of County or any other contractor, the Contractor shall inspect and promptly report to the County in writing before proceeding with its Work any defects in County's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to County for County's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all County's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in County's or any other contractor's work after execution of Contractor's Work.

9.4. To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the County in writing any discrepancy between that executed work and the Contract Documents.

9.5. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of County's or any other contracts that have been or may be awarded by County in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

9.6. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to County or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the County of the resolution.

10. DRAWINGS AND SPECIFICATIONS

10.1. A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

10.2. Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

10.3. Trade Name or Trade Term. It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

10.4. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

10.5. Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict, Contractor shall promptly notify County and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

10.6. In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide County with the functionally complete and operable Project described in the Drawings and Specifications. In case of ambiguity, conflict, or lack of information, County will furnish clarifications with reasonable promptness.

10.7. Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

10.8. Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by County, are the property of County. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to County on request at completion of Work, or may be used by County as it may require without any additional costs to County. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. County hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

11. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

11.1. Schedule of Work, Schedule of Submittals, and Schedule of Values

11.1.1.1. Reserved

11.1.1.2. Preliminary Schedule of Values. A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

11.1.1.2.1. Divided into at least the following categories:

- 11.1.1.2.1.1. Overhead and profit;**
- 11.1.1.2.1.2. Supervision;**
- 11.1.1.2.1.3. General conditions;**
- 11.1.1.2.1.4. Layout;**
- 11.1.1.2.1.5. Mobilization;**
- 11.1.1.2.1.6. Submittals;**
- 11.1.1.2.1.7. Bonds and insurance;**
- 11.1.1.2.1.8. Close-out documentation;**
- 11.1.1.2.1.9. Demolition;**
- 11.1.1.2.1.10. Installation;**
- 11.1.1.2.1.11. Rough-in;**
- 11.1.1.2.1.12. Finishes;**
- 11.1.1.2.1.13. Testing;**
- 11.1.1.2.1.14. Punchlist and acceptance.**

11.1.1.2.2. Divided by each of the following areas:

- 11.1.1.2.2.1. Site work;**
- 11.1.1.2.2.2. By each building;**
- 11.1.1.2.2.3. By each floor.**

11.1.1.2.3. The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

- 11.1.1.2.3.1. Mobilization and layout combined to equal not more than 1%;**
- 11.1.1.2.3.2. Submittals, samples and shop drawings combined to equal not more than 3%;**
- 11.1.1.2.3.3. Bonds and insurance combined to equal not more than 2%.**

11.1.1.2.4. Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

11.1.1.2.5. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid by the County in equal installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

11.1.1.2.6. Contractor shall certify that the preliminary schedule of values as submitted to the County is accurate and reflects the costs as developed in preparing Contractor's bid. The preliminary schedule of values shall be subject to the County's review and approval of the form and content thereof. In the event that the County objects to any portion of the preliminary schedule of values, the County shall notify the Contractor, in writing, of the County's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the County's written objection(s), Contractor shall submit a revised preliminary schedule of values to the County for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the County has approved the entirety of the preliminary schedule of values.

11.1.1.2.7. Once the preliminary schedule of values is approved by the County, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the County, which may be granted or withheld in the sole discretion of the County.

11.1.1.3. [RESERVED]

11.1.1.3.1. [RESERVED]

11.1.1.4. Complete Subcontractor List. The name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

11.1.2. Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the County.

11.1.3. The County will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the County and resubmit the schedules until approved by the County.

11.1.4. The County shall have the right at any time to revise the schedule of values if, in the County's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

11.1.5. All submittals and schedules must be approved by the County before Contractor can rely on them as a basis for payment.

11.2. Monthly Progress Schedule(s)

11.2.1. Upon request by the County, Contractor shall provide Monthly Progress Schedule(s) to the County. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed. The monthly Progress Schedule shall be sent within the timeframe requested by the County and shall be in a format acceptable to the County and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for County approval

of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

11.2.2. Contractor shall also submit Monthly Progress Schedule(s) with all payment applications.

11.3. Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Contractor is also required to ensure proper labeling on substance brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the County.

12. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

12.1. Site Investigation

Before bidding on this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

12.2. Soils Investigation Report

12.2.1. When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of this Contract. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of soil.

12.2.2. Contractor agrees that no claim against County will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

12.3. Access to Work

County and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that County's representatives may perform their functions.

12.4. Layout and Field Engineering

12.4.1. All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by County and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

12.4.2. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. County shall not be liable for any claim for allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site.

12.4.3. Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of County. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of County and with County's approval.

12.5. Utilities

Utilities shall be provided as indicated in the Specifications.

12.6. Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

12.7. Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

12.8. Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the County, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the County the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract time.

12.9. Existing Utility Lines

12.9.1. Pursuant to Government Code section 4215, County assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of County or the owner of a utility to provide for removal or relocation of such utility facilities.

12.9.2. Locations of existing utilities provided by County shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor's failure to do so. County shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

12.9.3. No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require County to indicate the presence of existing service laterals,

appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

12.9.4. If Contractor, while performing Work under this Contract, discovers utility facilities not identified by County in Contract Plans and Specifications, Contractor shall immediately notify the County and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the County shall be borne by the Contractor.

12.10. Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the County pursuant to these provisions is to allow the County to investigate the condition(s) so that the County shall have the opportunity to decide how the County desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the County in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

12.11. Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

12.12. No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the County.

13. TRENCHES

13.1. Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the County and/or a registered civil or structural engineer employed by the County or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.2. Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the County or by the person to whom authority to accept has been delegated by the County.

13.3. No Tort Liability of County

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the County or any of its employees.

13.4. No Excavation Without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.