

**\*\*This page intentionally left blank\*\***

**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.

<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>	<i>Executed in</i>	

**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

**00 45 46.13**

**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)

**\*\*This page intentionally left blank\*\***



**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 by the County.
- 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 10<sup>th</sup> 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 10<sup>th</sup> 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: John Tavaglione

CONTRACTOR:  
\_\_\_\_\_  
  
Title:  
Name:

Signature \_\_\_\_\_ 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



# TABLE OF CONTENTS

<b><u>GENERAL CONDITIONS</u></b> .....	6
<b><u>1. CONTRACT TERMS AND DEFINITIONS</u></b> .....	6
<b><u>1.1. Definitions</u></b> .....	6
<b><u>1.2. Laws Concerning The Contract</u></b> .....	11
<b><u>1.3. No Oral Agreements</u></b> .....	11
<b><u>1.4. No Assignment</u></b> .....	11
<b><u>1.5. Notice And Service Thereof</u></b> .....	11
<b><u>1.6. No Waiver</u></b> .....	12
<b><u>1.7. Substitutions For Specified Items</u></b> .....	12
<b><u>1.8. Materials and Work</u></b> .....	12
<b><u>2. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES</u></b> .....	18
<b><u>3. COUNTY RIGHTS AND OBLIGATIONS</u></b> .....	18
<b><u>4. ARCHITECT</u></b> .....	22
<b><u>5. CONSTRUCTION MANAGER</u></b> .....	22
<b><u>6. INSPECTOR, INSPECTIONS, AND TESTS</u></b> .....	23
<b><u>6.1. Project Inspector</u></b> .....	23
<b><u>6.2. Tests and Inspections</u></b> .....	23
<b><u>6.3. Costs for After Hours and/or Off Site Inspections</u></b> .....	24
<b><u>7. CONTRACTOR</u></b> .....	24
<b><u>7.1. Status of Contractor</u></b> .....	24
<b><u>7.2. Contractor’s Supervision</u></b> .....	24
<b><u>7.3. Duty to Provide Fit Workers</u></b> .....	25
<b><u>7.4. Field Office</u></b> .....	25
<b><u>7.5. Purchase of Materials and Equipment</u></b> .....	25
<b><u>7.6. Documents On Work</u></b> .....	25
<b><u>7.7. Preservation of Records</u></b> .....	26
<b><u>7.8. Integration of Work</u></b> .....	26

<b><u>7.9 Obtaining of Permits and Licenses</u></b> .....	26
<b><u>7.10. Royalties and Patents</u></b> .....	27
<b><u>7.11. Work to Comply With Applicable Laws and Regulations</u></b> .....	27
<b><u>7.12. Safety/Protection of Persons and Property</u></b> .....	28
<b><u>7.13. Working Evenings and Weekends</u></b> .....	30
<b><u>7.14. Cleaning Up</u></b> .....	30
<b><u>7.15. DIR Registration</u></b> .....	31
<b><u>8. SUBCONTRACTORS</u></b> .....	31
<b><u>9. OTHER CONTRACTS/CONTRACTORS</u></b> .....	32
<b><u>10. DRAWINGS AND SPECIFICATIONS</u></b> .....	33
<b><u>11. CONTRACTOR’S SUBMITTALS AND SCHEDULES</u></b> .....	34
<b><u>11.1. Schedule of Work and Schedule of Values</u></b> .....	34
<b><u>11.2. Monthly Progress Schedule(s)</u></b> .....	35
<b><u>11.3. Material Safety Data Sheets (MSDS)</u></b> .....	36
<b><u>12. SITE ACCESS, CONDITIONS, AND REQUIREMENTS</u></b> .....	36
<b><u>12.1. Site Investigation</u></b> .....	36
<b><u>12.2. Soils Investigation Report</u></b> .....	36
<b><u>12.3. Access to Work</u></b> .....	36
<b><u>12.4. Layout and Field Engineering</u></b> .....	36
<b><u>12.5. Utilities</u></b> .....	37
<b><u>12.6. Sanitary Facilities</u></b> .....	37
<b><u>12.7. Surveys</u></b> .....	37
<b><u>12.8. Regional Notification Center</u></b> .....	37
<b><u>12.9. Existing Utility Lines</u></b> .....	37
<b><u>12.10. Notification</u></b> .....	38
<b><u>12.11. Hazardous Materials</u></b> .....	38
<b><u>12.12. No Signs</u></b> .....	38
<b><u>13. TRENCHES</u></b> .....	38
<b><u>13.1. Trenches Greater Than Five Feet</u></b> .....	38
<b><u>13.2. Excavation Safety</u></b> .....	38
<b><u>13.3. No Tort Liability of County</u></b> .....	38

<b><u>13.4. No Excavation Without Permits</u></b> .....	38
<b><u>13.5. Discovery of Hazardous Waste and/or Unusual Conditions</u></b> .....	39
<b><u>14. INSURANCE AND BONDS</u></b> .....	39
<b><u>14.1 Insurance</u></b> .....	39
<b>14.2 Contract Security - Bonds</b> .....	42
<b><u>15. WARRANTY/GUARANTEE/INDEMNITY</u></b> .....	43
<b><u>15.1. Warranty/Guarantee</u></b> .....	43
<b><u>15.2. Indemnity</u></b> .....	44
<b><u>16. TIME</u></b> .....	45
<b><u>16.1. Notice to Proceed</u></b> .....	45
<b><u>16.2. Computation of Time / Adverse Weather</u></b> .....	45
<b><u>16.3. Hours of Work</u></b> .....	46
<b><u>16.4. Progress and Completion</u></b> .....	46
<b><u>16.5. Schedule</u></b> .....	46
<b><u>16.6. Expeditious Completion</u></b> .....	46
<b><u>17. EXTENSIONS OF TIME – LIQUIDATED DAMAGES</u></b> .....	47
<b><u>17.1. Liquidated Damages</u></b> .....	47
<b><u>17.2. Excusable Delay</u></b> .....	47
<b><u>17.3. No Additional Compensation for Delays Within Contractor’s Control</u></b> .....	47
<b><u>17.4. Float or Slack in the Schedule</u></b> .....	48
<b><u>18. CHANGES IN THE WORK</u></b> .....	48
<b><u>18.1. No Changes Without Authorization</u></b> .....	48
<b><u>18.2. Architect Authority</u></b> .....	49
<b><u>18.3. Change Orders</u></b> .....	49
<b><u>18.4. Construction Change Directives</u></b> .....	49
<b><u>18.5. Force Account Directives</u></b> .....	49
<b><u>18.6. Price Request</u></b> .....	50
<b><u>18.7. Proposed Change Order</u></b> .....	50
<b><u>18.8. Format for Proposed Change Order</u></b> .....	52
<b><u>18.9. Change Order Certification</u></b> .....	54

<b><u>18.10. Determination of Change Order Cost</u></b> .....	54
<b><u>18.11. Deductive Change Orders</u></b> .....	54
<b><u>18.12. Addition or Deletion of Alternate Bid Item(s)</u></b> .....	54
<b><u>18.13. Discounts, Rebates, and Refunds</u></b> .....	55
<b><u>18.14. Accounting Records</u></b> .....	55
<b><u>18.15. Notice Required</u></b> .....	55
<b><u>18.16. Applicability to Subcontractors</u></b> .....	55
<b><u>18.17. Alteration to Change Order Language</u></b> .....	55
<b><u>18.18. Failure of Contractor to Execute Change Order</u></b> .....	55
<b><u>19. REQUEST FOR INFORMATION</u></b> .....	56
<b><u>20. PAYMENTS</u></b> .....	56
<b><u>20.1. Contract Price</u></b> .....	56
<b><u>20.2. Applications for Progress Payments</u></b> .....	56
<b><u>20.3. Progress Payments</u></b> .....	59
<b><u>20.4. Decisions to Withhold Payment</u></b> .....	60
<b><u>20.5. Subcontractor Payments</u></b> .....	62
<b><u>21. COMPLETION OF THE WORK</u></b> .....	62
<b><u>21.1. Completion</u></b> .....	62
<b><u>21.2. Close-Out Procedures</u></b> .....	63
<b><u>21.3. Final Inspection</u></b> .....	63
<b><u>21.4. Costs of Multiple Inspections</u></b> .....	64
<b><u>21.5. Partial Occupancy or Use Prior to Completion</u></b> .....	65
<b><u>22. FINAL PAYMENT AND RETENTION</u></b> .....	65
<b><u>22.1. Final Payment</u></b> .....	65
<b><u>22.2. Prerequisites for Final Payment</u></b> .....	65
<b><u>22.3. Retention</u></b> .....	66
<b><u>22.4. Substitution of Securities</u></b> .....	66
<b><u>23. UNCOVERING OF WORK</u></b> .....	66
<b><u>24. NONCONFORMING WORK AND CORRECTION OF WORK</u></b> .....	66
<b><u>24.1. Nonconforming Work</u></b> .....	66
<b><u>24.2. Correction of Work</u></b> .....	67

<b><u>24.3 County's Right to Perform Work</u></b> .....	67
<b><u>25. TERMINATION AND SUSPENSION</u></b> .....	68
<b><u>25.1. County's Right to Terminate Contractor for Cause</u></b> .....	68
<b><u>25.2. Termination of Contractor for Convenience</u></b> .....	70
<b><u>25.3. Suspension of Work</u></b> .....	71
<b><u>26. CLAIMS AND DISPUTES</u></b> .....	71
<b><u>26.1. Performance During Dispute or Claim Process</u></b> .....	71
<b><u>26.2. Definition of Dispute</u></b> .....	71
<b><u>26.3. Dispute Presentation</u></b> .....	71
<b><u>26.4. Dispute Resolution</u></b> .....	72
<b><u>26.5. Definition of Claim</u></b> .....	72
<b><u>26.6. Claim Presentations</u></b> .....	72
<b><u>26.7. Claim Resolution</u></b> .....	73
<b><u>26.8. Dispute and Claim Resolution Non-Applicability</u></b> .....	75
<b><u>27. STATE LABOR, WAGE &amp; HOUR, APPRENTICE, AND RELATED PROVISIONS</u></b> .....	76
<b><u>27.1. Monitoring and Enforcement by Labor Commissioner</u></b> .....	76
<b><u>27.2. Wage Rates, Travel, and Subsistence</u></b> .....	76
<b><u>27.3. Hours of Work</u></b> .....	77
<b><u>27.4. Payroll Records</u></b> .....	78
<b><u>27.5. [RESERVED]</u></b> .....	79
<b><u>27.6. Apprentices</u></b> .....	79
<b><u>27.7. Non-Discrimination</u></b> .....	80
<b><u>27.8. Labor First Aid</u></b> .....	81
<b><u>28. [RESERVED]</u></b> .....	81
<b><u>29. MISCELLANEOUS</u></b> .....	81
<b><u>29.1. Assignment of Antitrust Actions</u></b> .....	81
<b><u>29.2. Excise Taxes</u></b> .....	81
<b><u>29.3. Taxes</u></b> .....	82
<b><u>29.4. Shipments</u></b> .....	82
<b><u>29.5. Compliance with Government Reporting Requirements</u></b> .....	82

**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 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. **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 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 will 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.

### **13.5. Discovery of Hazardous Waste and/or Unusual Conditions**

**13.5.1.** Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the County, in writing, of any:

**13.5.1.1.** Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

**13.5.1.2.** Subsurface or latent physical conditions at the Site differing from those indicated.

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

**13.5.2.** The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

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

### **14. INSURANCE AND BONDS**

#### **14.1. Insurance**

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be in the amounts and include the provisions set forth herein.

##### **14.1.1. Commercial General Liability and Automobile Liability Insurance**

**14.1.1.1.** Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, County, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and Any Auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

**14.1.1.2.** Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by County.

**14.1.1.3.** All such policies shall be written on an occurrence form.

##### **14.1.2. Umbrella Liability Insurance**

**14.1.2.1.** Contractor may procure and maintain, during the life of this Contract, an Umbrella Liability Insurance Policy to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required.

**14.1.2.2.** There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Contractor, County, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

**14.1.2.3.** Pollution Liability. Contractor performing hazardous material/abatement work must procure and maintain, during the term of the contract, Pollution Liability Coverage that shall protect the Contractor, County, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims related to this work.

**14.1.3. Subcontractor(s):** Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Umbrella Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

**14.1.4. Workers' Compensation and Employers' Liability Insurance**

**14.1.4.1.** In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

**14.1.4.2.** Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under this Contract, on or at the Site of the Project, are not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

**14.1.5. Builder's Risk Insurance: Builder's Risk "All Risk" Insurance.**

County shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and



Project, including completed Work and Work in progress, to the full insurable value thereof. Contractor shall cover the cost of the deductible.

**14.1.6. Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates**

**14.1.6.1.** Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the County complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the County has approved these documents.

**14.1.6.2.** Endorsements, certificates, and insurance policies shall include the following:

**14.1.6.2.1.** A clause stating:

“This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to County, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”

**14.1.6.2.2.** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

**14.1.6.3.** All endorsements, certificates and insurance policies shall state that County, its trustees, employees and agents, the State of California, Program Manager(s), Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. Additional Insured Endorsements CG 20 33 07 04 and CG 20 37 07 04 shall be provided.

**14.1.6.4.** Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by County, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

**14.1.6.5.** All endorsements shall waive any right to subrogation against any of the named additional insureds.

**14.1.6.6.** Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VIII.**

**14.1.6.7.** The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

**14.1.6.8.** Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Agreement.

**14.1.7. Insurance Policy Limits**

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

<b>Commercial Liability</b>	<b>General</b>	Split Limit	<b>\$1,000,000 per occurrence; \$2,000,000 aggregate</b>
		Product Liability and Completed Operations	\$2,000,000
<b>Automobile Liability - Any Auto</b>		Combined Single Limit	\$1,000,000
<b>Workers Compensation</b>			Statutory limits pursuant to State law
<b>Employers' Liability</b>			\$1,000,000
<b>Pollution Liability Hazardous Material / Abatement</b>		Required for those whose scope includes abatement	\$2,000,000 per occurrence; \$5,000,000 (per project) aggregate
<b>Builder's Risk (Course of Construction)</b>			By County. Contractor to cover the deductible of \$50,000.

**14.2 Contract Security – Bonds**

**14.2.1** Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

**14.2.1.1 Performance Bond:** A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

**14.2.1.2 Payment Bond:** A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

**14.2.2** Cost of bonds shall be included in the Bid and Contract Price.

**14.2.3** All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

## **15. WARRANTY/GUARANTEE/INDEMNITY**

### **15.1. Warranty/Guarantee**

**15.1.1.** The Contractor shall obtain and preserve for the benefit of the County, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

**15.1.2.** In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates:

**15.1.2.1.** The date of completion as defined in Public Contract Code section 7107, subdivision (c), or

**15.1.2.2.** The commissioning date for the Project, if any.

At the County's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above without expense whatsoever to County, as required by the Contract Documents. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that County is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

**15.1.3.** If, in the opinion of County, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to County or to prevent interruption of operations of County, County will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with County's request for correction within a reasonable time as determined by County, County may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the County believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

**15.1.4.** The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to County all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by County.

**15.1.5.** Nothing herein shall limit any other rights or remedies available to County.

## **15.2. Indemnity**

**15.2.1.** To the furthest extent permitted by California law, the Contractor shall indemnify, defend with legal counsel reasonably acceptable to the County, keep and hold harmless the County, the Architect, Program Manager, and the Construction Manager, their consultants and separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including liens by the California Department of Industrial Relations.

**15.2.2.** The Contractor shall give prompt notice to the County in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

**15.2.3.** In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**15.2.4.** The County may retain so much of the monies due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the County, Architect and Construction Manager have received written agreement from the Contractor that they will unconditionally defend the County, Architect and Construction Manager, their officers, agents and employees, and pay any damages due by reason of settlement or judgment.

**15.2.5.** The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

## **16. TIME**

### **16.1. Notice to Proceed**

**16.1.1.** County may issue a Notice to Proceed within three (3) months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

**16.1.2.** 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 Contractor, the County may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

**16.1.3.** If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to County within ten (10) days after receipt by Contractor of County's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the County, the County shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, County shall have the authority to award the Contract to the next lowest responsive responsible bidder.

### **16.2. Computation of Time / Adverse Weather**

**16.2.1.** The Contractor will only be allowed a time extension for Adverse Weather conditions if in excess of the NOAA data norms and requested by Contractor and only if all of the following conditions are met:

**16.2.1.1.** The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

**16.2.1.2.** Contractor can verify that the Adverse Weather caused delays in excess of five hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

**16.2.1.3.** The Contractor's crew is dismissed as a result of the Adverse Weather; and

**16.2.1.4.** The number of days of delay exceed those indicated in the Special Conditions.

**16.2.2.** A day-for-day extension will only be allowed for those days that impact the critical path and in excess of those indicated in the Special Conditions.

**16.2.3.** The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the County.

**16.2.4.** The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

### **16.3. Hours of Work**

#### **16.3.1. Sufficient Forces**

Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

#### **16.3.2. Performance During Working Hours**

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the County and approval of any required governmental agencies. Contractor is expected, if required, to work extended hours, additional / night shifts, weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the County. All work performed outside of these normal hours / days must be scheduled in advance with the Project Manager and any costs associated with working outside these normal work hours / days (E.g. cost of premium time for inspections) are subject to reimbursement from the Contractor to the County. **All fire alarm testing requiring audible verification must be performed on Sunday(s), unless scheduled and approved otherwise.**

If Project includes work which would be disruptive to normal county operations, or which would be dangerous to building occupants, said work shall be performed during hours as directed by the Project Manager. Examples of such work include, without limitation, concrete saw-cutting, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building or campus, or performing tests requiring all elevators in a group. Contractor shall anticipate and include an allowance for such contingencies in its bid and schedules.

### **16.4. Progress and Completion**

#### **16.4.1. Time of the Essence**

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

#### **16.4.2. No Commencement Without Insurance**

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to County claim for damages.

### **16.5. Schedule**

Contractor shall provide to County, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

### **16.6. Expeditious Completion**

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

## **17. EXTENSIONS OF TIME – LIQUIDATED DAMAGES**

### **17.1. Liquidated Damages**

Contractor and County hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the County will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to County as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

### **17.2. Excusable Delay**

**17.2.1.** Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify County in writing of causes of delay including documentation and facts explaining the delay. County shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work that is on the critical path and affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

**17.2.2.** Contractor shall notify the County pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the County may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

**17.2.3.** In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

**17.2.3.1.** The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

**17.2.3.2.** Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.)

**17.2.3.3.** A recovery schedule must be submitted.

### **17.3. No Additional Compensation for Delays Within Contractor's Control**

**17.3.1.** Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to

approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

**17.3.2.** Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

**17.3.2.1.** The County is responsible for the delay;

**17.3.2.2.** The delay is unreasonable under the circumstances involved;

**17.3.2.3.** The delay was not within the contemplation of the County and Contractor; and

**17.3.2.4.** Contractor complies with the claims procedure of the Contract Documents.

**17.3.2.5.** Recovery of damages shall not exceed the value of the direct project overhead cost (Contractor's general conditions) per day. The cost per day shall be determined by the Contractor's total general conditions (not to exceed more than 8% of the sum subcontractors) divided by the number of original contract time in calendar days.

#### **17.4. Float or Slack in the Schedule**

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the County or the Contractor, but its use shall be determined solely by the County.

### **18. CHANGES IN THE WORK**

#### **18.1. No Changes Without Authorization**

**18.1.1.** There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the County as herein provided. County shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the County's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

**18.1.2.** Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

**18.1.3.** Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and County and be subject to the monetary limitations set forth in the contract documents. In the event that Contractor proceeds with any change in Work without a Change Order executed by the County or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work.



**18.1.4.** Contractor understands, acknowledges, and agrees that the reason for County authorization is so that County may have an opportunity to analyze the Work and decide whether the County shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

**18.1.5.** General Conditions/Requirements, in direct labor, supervision, estimating, mark-up, bonds, etc. shall not be allowed on changes being funded by a contractor allowance.

**18.1.6.** Where a change results in both adds and credits, and the change is not being funded by an allowance, mark-up and bonds shall be applied to the net difference of the adds and credits, not prior.

## **18.2. Architect Authority**

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, or by Architect's response(s) to RFI(s).

## **18.3. Change Orders**

**18.3.1.** A Change Order is a written instrument prepared and issued by the County and/or the Architect and signed by the County (as authorized by the County's Board of Trustees), the Contractor, the Architect, and approved by the Project Inspector (if necessary), stating their agreement regarding all of the following:

**18.3.1.1.** A description of a change in the Work;

**18.3.1.2.** The amount of the adjustment in the Contract Price, if any; and

**18.3.1.3.** The extent of the adjustment in the Contract Time, if any.

## **18.4. Construction Change Directives**

**18.4.1.** A Construction Change Directive is 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. The County may as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. In the case of a Construction Change Directive being issued, Contractor must commence Work immediately as to not delay the completion of the Project. Any dispute as to the sum of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

**18.4.2.** The County may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

## **18.5. Force Account Directives**

**18.5.1.** When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the County and compensation will be determined as set forth herein.

**18.5.2.** The County will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the County.

**18.5.3.** All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the County will only pay for

actual costs verified in the field by the County or its authorized representative(s) on a daily basis.

**18.5.4.** The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.

**18.5.5.** The Contractor shall notify the County or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the County when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the County. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the County regarding the commencement of force account work, or exceeding the force account budget.

**18.5.6.** The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the County no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The County will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The County will not sign, nor will the Contractor receive compensation for work the County cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

**18.5.7.** In the event the Contractor and the County reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

## **18.6. Price Request**

### **18.6.1. Definition of Price Request**

A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the County and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

### **18.6.2. Scope of Price Request**

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

## **18.7. Proposed Change Order**

### **18.7.1. Definition of Proposed Change Order**

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the County and the Architect issue a Change Order based upon a proposed change to the Work.

### **18.7.2. Changes in Contract Price**

A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Price.

**18.7.3. Changes in Time**

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay.

**18.7.4. Unknown and/or Unforeseen Conditions**

If Contractor submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the County's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the County shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

**18.8. Format for Proposed Change Order**

**18.8.1.** The following format shall be used as applicable by the County and the Contractor (e.g. Change Orders, PCO’s) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

	<b><u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully encumbered)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers’ invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add overhead and profit for any and all tiers of Subcontractor,</u></b> the total not to exceed ten percent (10%) of <b>item (d)</b>		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add overhead and profit for Contractor,</u></b> not to exceed five percent (5%) of <b>Item (f)</b>		
(h)	<b><u>Subtotal</u></b>		
(i)	<b><u>Add Bond and Insurance,</u></b> not to exceed one percent (1%) of Item (h)		
(j)	<b><u>TOTAL</u></b>		
(k)	<b><u>Time</u></b>		<b>_____ Days</b>

	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (attach itemized hours and rates, fully encumbered)		
(c)	<b><u>Add Equipment</u></b> (attach suppliers’ invoice)		
(d)	<b><u>Subtotal</u></b>		
(e)	<b><u>Add overhead and profit for Contractor,</u></b> not to exceed fifteen percent (15%) of <b>item (d).</b>		
(f)	<b><u>Subtotal</u></b>		
(g)	<b><u>Add Bond and Insurance,</u></b> not to exceed one percent (1%) of Item (f)		
(h)	<b><u>TOTAL</u></b>		
(i)	<b><u>Time</u></b>		<b>_____ Days</b>

**18.8.2. Labor.** Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof.

**18.8.3. Materials.** Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the County. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the County, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the County's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The County may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

**18.8.4. Equipment.** As a precondition for the County's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor's use of their own equipment, the rental rate shall not exceed that of local rental rates. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the County, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of **\$500.00** or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the County, the allowable rate for the use of Equipment in connection with the Work shall

constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

#### **18.9. Change Order Certification**

**18.9.1.** All Change Orders and PCOs must include the following certification by the Contractor:

**18.9.1.1.** The undersigned Contractor approves the foregoing as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the County.

**18.9.1.2.** It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

#### **18.10. Determination of Change Order Cost**

**18.10.1.** The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the County's discretion:

**18.10.1.1.** County acceptance of a PCO;

**18.10.1.2.** By unit prices contained in Contractor's original bid;

**18.10.1.3.** By agreement between County and Contractor.

#### **18.11. Deductive Change Orders**

All deductive Change Order(s) must be prepared pursuant to the provisions herein. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

#### **18.12. Addition or Deletion of Alternate Bid Item(s)**

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the County may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the County elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

**18.13. Discounts, Rebates, and Refunds**

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

**18.14. Accounting Records**

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the County, which shall be available to the County on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the County, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the County's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

**18.15. Notice Required**

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the County pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

**18.16. Applicability to Subcontractors**

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

**18.17. Alteration to Change Order Language**

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

**18.18. Failure of Contractor to Execute Change Order**

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

## **19. REQUEST FOR INFORMATION**

**19.1.** Any Request for Information (RFI) shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents.

**19.2.** The Contractor shall be responsible for any costs incurred for professional services that County may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. County, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

**19.3.** The contractor is responsible for the necessary planning of their trade related work. The delinquency of proper planning, resulting in RFI'(s), shall not grant them any additional days.

## **20. PAYMENTS**

### **20.1. Contract Price**

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the County to the Contractor for performance of the Work under the Contract Documents.

### **20.2. Applications for Progress Payments**

#### **20.2.1. Procedure for Applications for Progress Payments**

##### **20.2.1.1. Application for Progress Payment**

**20.2.1.1.1.** On the twenty fifth (25<sup>th</sup>) day of each calendar month during the progress of the Work, Contractor shall submit to the Construction Manager an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the County in writing:

**20.2.1.1.1.1.** The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

**20.2.1.1.1.2.** The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

**20.2.1.1.1.3.** The balance that will be due to each of such entities after said payment is made;

**20.2.1.1.1.4.** A certification that the As-Built Drawings and annotated Specifications are current;

**20.2.1.1.1.5.** Itemized breakdown of work done for the purpose of requesting partial payment;

**20.2.1.1.1.6.** An updated and acceptable construction schedule in conformance with the provisions herein;

**20.2.1.1.1.7.** The additions to and subtractions from the Contract Price and Contract Time;

**20.2.1.1.1.8.** A total of the retentions held;



**20.2.1.1.1.9.** Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the County may require from time to time;

**20.2.1.1.1.10.** The percentage of completion of the Contractor's Work by line item;

**20.2.1.1.1.11.** Schedule of Values updated from the preceding Application for Payment;

**20.2.1.1.1.12.** A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 3262, or after July 1, 2012, Civil Code section 8132, from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

**20.2.1.1.1.13.** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262, or after July 1, 2012, Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

**20.2.1.1.1.14.** A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the County has been informed.

**20.2.1.1.1.15.** The Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

**20.2.1.1.1.16.** Confirmation that all certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment has been transmitted have been furnished to the Labor Commissioner in accordance with Labor Code section 1771.4(a)(3). And, in accordance with the County's labor compliance program, at the sole discretion of the County, the County shall not make any payment to Contractor until:

**20.2.1.1.1.16.1** Contractor and/or its Subcontractor(s) provide CPRs acceptable to the County weekly for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the Labor Commissioner, if the Project is subject to

State labor compliance, or to the County and/or its designee if the Project is subject to a LCP, and within ten (10) days of any request by the County or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations, and

**20.2.1.1.1.16.2** The County is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the County in a timely

manner will directly delay the County's review and/or audit of the CPRs and Contractor's payment.

**20.2.2. Prerequisites for Progress Payments**

**20.2.2.1. First Payment Request:** The following items, if applicable, must be completed before the County will accept and/or process the Contractor's first payment request:

- 20.2.2.1.1.** Installation of the Project sign (If applicable);
- 20.2.2.1.2.** Installation of field office (If applicable);
- 20.2.2.1.3.** Installation of temporary facilities and fencing(If applicable);
- 20.2.2.1.4.** Schedule of Values;
- 20.2.2.1.5.** Contractor's Construction Schedule (If applicable);
- 20.2.2.1.6.** Schedule of unit prices, if applicable;
- 20.2.2.1.7.** Submittal Schedule;
- 20.2.2.1.8.** Receipt by Architect of all submittals due as of the date of the payment application;
- 20.2.2.1.9.** Copies of necessary permits;
- 20.2.2.1.10.** Copies of authorizations and licenses from governing authorities;
- 20.2.2.1.11.** Initial progress report;
- 20.2.2.1.12.** Surveyor qualifications (If applicable);
- 20.2.2.1.13.** Written acceptance of County's survey of rough grading, if applicable;
- 20.2.2.1.14.** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;
- 20.2.2.1.15.** Executed Contract with County
- 20.2.2.1.16.** All bonds and insurance endorsements; and
- 20.2.2.1.17.** Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.
- 20.2.2.1.18.** Submission of Contractor's IIPP/ Safety Plan
- 20.2.2.1.19.** Submission of Contractor's HIPP / Heat Illness Prevention Plan
- 20.2.2.1.20.** Submit to Construction Manager a copy of its Heat Illness Prevention Plan (HIPP).
- 20.2.2.1.21.** Submit to Construction Manager, and update as required, Contractor's Hazard Communication Program, Safety Data Sheets (SDS), and chemical inventory list for the project.
- 20.2.2.1.22.** Submit a list of all First Aid/CPR trained employees on the project, expiration dates, and update when requested by Construction Manager.
- 20.2.2.1.23.** Submit to Construction Manager a list identifying their "Competent Person" for the following activities (as they apply) such as, but not limited to the following, along with documented training:
  - 20.2.2.1.24.** Demolition
  - 20.2.2.1.25.** Lead Abatement
  - 20.2.2.1.26.** Asbestos Abatement
  - 20.2.2.1.27.** Ladder Inspection
  - 20.2.2.1.28.** Trench/Excavation and Shoring