The
COUNTY OF MENDOCINO
GENERAL SERVICES AGENCY

Mendocino County SB844 Jail Project

BID NO. 030-23

Issue Date: July 20, 2023

PROJECT LOCATION:
COUNTY OF MENDOCINO
951 Low Gap Road
Ukiah, CA 95482

INFORMATION:
COUNTY OF MENDOCINO
Facilities & Fleet Division
841 Low Gap Road
Ukiah, California 95482

SECTION 005000 – CONSTRUCTION AGREEMENT

Mendocino County SB844 Jail Project

THIS AGREEMENT, made on the _____day of_____ in the year _____, between the County of Mendocino, hereinafter called County, and Broward Builders, a California corporation, hereinafter called Contractor.

NOW THEREFORE, for and in consideration of mutual obligations of the parties expressed herein, the County and the Contractor agree as follows:

ARTICLE 1
CONTRACT DOCUMENTS

The complete Agreement between the County and the Contractor shall consist of the following Contract Documents in descending order of precedence:

a. Environmental documents and permits issued by regulatory agencies for the Project
b. All modifications of the documents below made by addendum or Change Order
c. This Agreement
d. General Conditions of these Specifications
e. Procedural and Technical Specifications
f. Contract Drawings for construction referenced herein
g. Instructions to Bidders and referenced bid sections
h. Notice Inviting Bids
i. Contractor's Bid

The Contract Documents form the entire agreement between the County and the Contractor and are incorporated as fully binding on the parties as if repeated herein. No enforceable oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

ARTICLE 2
THE WORK

The Contractor shall furnish at its own cost and expense, all labor, materials, equipment, transportation, utilities, tools, apparatus, mechanical workmanship, services, facilities, and any other appurtenances necessary to complete the construction of the Mendocino County SB844 Jail Project in strict accordance with the Contract Documents, including the Addenda thereto, all as adopted by County. All Work will be performed in a good and workmanlike manner and within the care and skill of a qualified licensed contractor in California. It is not required that the services be performed in the sequence in which they are described.

ARTICLE 3
TIME FOR COMPLETION

3.1 For the purpose of determining the contract completion date, the date of commencement shall be the date provided in the written Notice to Proceed or, if no such date is provided in the written Notice to Proceed, it shall be ten (10) calendar days after mailing the written Notice

to Proceed, or if no such written Notice to Proceed is issued, it shall be ten (10) calendar days from the date of this Agreement.

3.2 The Work shall be commenced on the date provided for in Paragraph 3.1, and shall be diligently pursued by the Contractor and achieve Substantial Completion not later than **six hundred calendar days** from the date of commencement.

3.3 The Contractor understands and agrees that if Substantial Completion of the Work is not achieved within the time specified in section 3.2 above, as adjusted by any Change Orders, the County will suffer damages which are difficult to determine and accurately specify. If Substantial Completion of the Work is not achieved within this time, the Contractor shall pay the County **two thousand five hundred dollars ($2,500)** as liquidated damages for each calendar day that the Work is late, this amount being a reasonable estimate of the County's actual damages for late completion and not imposed as a penalty. The Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

ARTICLE 4
CONTRACT PAYMENT

As compensation for the erection, construction, and Final Completion of the Work as described in Article 2 hereof in strict accordance with the Contract Documents, the County agrees to pay to the Contractor the amount stated below, subject to any additions or deductions as provided in the Contract Documents. The timing and amount of progress payments shall be in accordance with the General Conditions.

Thirty-Five Million Eight Hundred Fifty-Nine Thousand Dollars and No Cents ($35,859,000.00).

This sum constitutes the bid for the base bid and the following project alternates as specified in section 012300.

Allowance No. 1: Unforeseen Over Excavation and Import Fill Soil ($100,000).

1. The COUNTY and CONTRACTOR agree to the following miscellaneous terms and conditions:

   a. Contract Interpretation. The Contract Documents are intended to permit the parties to complete the Work and perform all obligations in this Agreement within the time indicated in Article 2 for the price indicated in Article 4. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.
      i. In the event the terms of different Contract Documents conflict, the Contract Documents shall take precedence in the order in which they are listed in Article 3.
      ii. Provisions in the Contract Documents addressing the same subject which are consistent but have different levels of effort shall not be considered to be in conflict, and the language with the higher level of effort shall control.

   b. Amendments. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party, unless otherwise provided in this Agreement.

   c. Time is of the Essence. The County and the Contractor mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

   d. Assignment. Neither the Contractor nor the County shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

   e. Successors-In-Interest. This Agreement and all rights and obligations contained herein shall be in effect whether or not any or all parties to this Agreement have been succeeded by another entity, and all rights and obligations of the parties signatory to this Agreement shall be vested and binding on their successors in interest.

   f. Third Party Beneficiaries. Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents or the Project to anyone other than the County and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the County and the Contractor and not for the benefit of any other person. Any potential third party beneficiaries are expressly disclaimed. This section does not apply to the State of California or any of its departments or divisions that may have provided funding for this Project.

   g. Governing Law. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. All lawsuits relating to this Agreement must be filed in Mendocino County Superior Court, Mendocino County, California.

   h. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect without being impaired or invalidated in any

way, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely frustrate either or both parties' essential objectives set forth in this Agreement.

i. Compliance With Laws. The Contractor shall perform all Work in accordance with all applicable federal, state and local laws and regulations pertaining to the Work, and shall ensure that all Subcontractors and Suppliers also comply.

j. Independent Contractor. The Contractor is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the County or the Construction Manager the right to direct the Contractor as to the details of accomplishing the Work or to exercise control over the means and methods of the Work, shall be interpreted as applying to the results of the Work only.

k. No Waivers. Except as otherwise provided in this Agreement, the failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the obligations under this Agreement shall not be construed to be a waiver of such provision or obligation unless the waiver is in writing. Prior waivers shall not preclude the right of either party to thereafter enforce each and every provision of this Agreement.

l. Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

END OF SECTION

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Janelle Rau 10/16/2023

DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: 1713

Line Item: 864365 CP915

Grant: ☒ Yes ☐ No

Grant No.: SB 844

CONTRACTOR/COMPANY NAME:

By: _____

NAME AND ADDRESS OF CONTRACTOR:

Broward Builders, a California corporation

1200 East Kentucky Avenue

Woodland, CA 95776

COUNTY OF MENDOCINO

By: _____
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: _____
Deputy

Date: 10/16/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 10/16/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

Date: 10/16/2023

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

SECTION 000020 - PROJECT DIRECTORY

PROJECT	Mendocino County SB844 Jail Project 951 Low Gap Rd. Ukiah, CA 95482
OWNER:	County of Mendocino 501 Low Gap Road Ukiah, CA 95482
AGENT:	General Services Agency Facilities and Fleet Division 841 Low Gap Road Ukiah, CA 95482 Doug Anderson, Assistant Facilities Manager Email: andersond@mendocinocounty.org
ARCHITECT:	Nacht & Lewis 600 Q Street, Suite 100 Sacramento, CA 95811 Roger Davis, Architect Email: RDavis@nachtlewis.com (916) 329-4000
PROJECT MANAGEMENT:	VANIR Construction Management Inc. 4540 Duckhorn Drive Suite 300 Sacramento, CA. 95834 Bruce Black, Senior Project Manager Email; Bruce.Black@vanir.com (916) 558-8538

Division	Section Title

SPECIFICATIONS GROUP

Volume 1 Bidding and Contract Requirements

DIVISION 00 - GENERAL PROJECT REQUIREMENTS

000020	PROJECT DIRECTORY
000200	NOTICE INVITING BIDS
000200A	CALIFORNIA LABOR CODE REQUIREMENTS
001000	INSTRUCTIONS TO BIDDERS
003060	ANTITRUST CLAIM ASSIGNMENT
003070	NON-COLUSION AFFIDAVIT
003100	BID FORM BOS FORMAL
004300	SUBCONTRATORS LISTING
005000	CONSTRUCTION AGREEMENT
005010	WORKERS' COMPENSATION CERTIFICATION
007200	GENERAL CONDITIONS
008110	UNFORESEEN PHYSICAL CONDITIONS
008510	DRAWING INDEX

DIVISION 01 - GENERAL REQUIREMENTS

011000	SUMMARY OF WORK
012000	APPLICATIONS FOR PROGRESS PAYMENTS
012013	PAYMENT FOR DELIVERED MATERIALS AND EQUIPMENT
012100	ALLOWANCES
012200	UNIT PRICES
012300	ALTERNATES
012613	REQUEST FOR INFORMATION (RFI)
012663	CHANGE ORDERS
013000	ADMINISTRATIVE REQUIREMENTS
013119	PROJECT MEETINGS
013216	CONTRACT SCHEDULES
013223	FIELD ENGINEERING
013233	PHOTOGRAPHIC DOCUMENTATION
013300	SUBMITTAL PROCEDURES
013513.16	SPECIAL PROJECT PROCEDURES FOR DETENTION FACILITIES
014000	QUALITY REQUIREMENTS
014100	REGULATORY REQUIREMENTS
014200	REFERENCES
014339	MOCKUPS

014523 QUALITY CONTROL – SAMPLES AND TESTING
014533 QUALITY CONTORL – CODE COMPLIANCE INSPECTION
014536 QUALITY CONTROL – USER AGENCY INSPECTION
015100 TEMPORARY UTILITIES
015200 CONSTRUCTION FACILITIES
015639 TEMPORARY TREE AND PLANT PROTECTION
015723 TEMPORARY EROSION SEDIMENT AND STORM WATER POLLUTION CONTROL
016000 PRODUCT REQUIREMENTS
017400 CLEANING
017419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
017700 CONTRACT CLOSEOUT
017823 OPERATING AND MAINTENANCE DATA
017836 WARRANTIES AND GUARANTEES
017839 PROJECT RECORD DOCUMENTS
017843 SPARE PARTS AND MAINTENANCE MATERIALS
017900 COUNTY INSTRUCTION FOR EQUIPMENT AND SYSTEMS
019113 GENERAL Cx REQUIREMENTS

Volume 2 Volume 1 – Project Manual – Technical Specifications

DIVISION 03 - CONCRETE
033000 CAST IN PLACE CONCRETE

DIVISION 04 - MASONRY
042200 CONCRETE UNIT MASONRY
042613 MASONRY VENEER

DIVISION 05 - METALS
050553 SECURITY METAL FASTENINGS
051200 STRUCTURAL STEEL FRAMING
053100 STEEL DECKING
054000 COLD-FORMED METAL FRAMING
055000 METAL FABRICATIONS
055050 DETENTION METAL FABRICATIONS
055100 METAL STAIRS
055200 PIPE BOLLARDS
055213 PIPE AND TUBE RAILINGS
055313 BAR GRATING
055963 DETENTION ENCLOSURES

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES
061053 MISCELLANEOUS ROUGH CARPENTRY
064116 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

066400 PLASTIC PANELING

DIVISION 07 - THERMAL AND MOISTURE PROTECTION
071900 WATER REPELLENTS
072100 THERMAL INSULATION
072500 WEATHER BARRIERS
074113.16 STANDING-SEAM METAL ROOF PANELS
075419 POLYVINYL-CHLORIDE (PVC) ROOFING
076200 SHEET METAL FLASHING AND TRIM
077129 MANUFACTURED ROOF EXPANSION JOINTS
077200 ROOF ACCESSORIES
078100 APPLIED FIREPROOFING
078413 PENETRATION FIRESTOPPING
078443 JOINT FIRESTOPPING
079000 JOINT PROTECTION
079200 JOINT SEALANTS
079219 ACOUSTICAL JOINT SEALANTS

DIVISION 08 - OPENINGS
081113 HOLLOW METAL DOORS AND FRAMES
083113.53 SECURITY ACCESS DOORS AND FRAMES
083463 DETENTION DOORS AND FRAMES
084113 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
085653 SECURITY WINDOWS
087000 HARDWARE
087163 DETENTION DOOR HARDWARE
088000 GLAZING
088853 SECURITY GLAZING

DIVISION 09 - FINISHES
092216 NON-STRUCTURAL METAL FRAMING
092900 GYPSUM BOARD
093013 CERAMIC TILING
095113 ACOUSTICAL PANEL CEILINGS
095123 ACOUSTICAL TILE CEILINGS
095753 SECURITY CEILING ASSEMBLIES
096513 RESILIENT BASE AND ACCESSORIES
096516 RESILIENT SHEET FLOORING
096723 RESINOUS FLOORING
096813 TILE CARPETING
098413 FIXED SOUND-ABSORPTIVE PANELS
099113 EXTERIOR PAINTING
099123 INTERIOR PAINTING
099600 HIGH-PERFORMANCE COATINGS

DIVISION 10 - SPECIALTIES
101100 VISUAL DISPLAY UNITS
101400 SIGNAGE
102800 TOILET, BATH, AND LAUNDRY ACCESSORIES
102813.63 DETENTION TOILET ACCESSORIES
104413 FIRE PROTECTION CABINETS
104416 FIRE EXTINGUISHERS
105113 METAL LOCKERS
105613 METAL STORAGE SHELVING
108600 SECURITY MIRRORS AND DOMES

DIVISION 11 - EQUIPMENT
110500 COMMON WORK RESULTS FOR EQUIPMENT
111923 RESILIENT PADDING
117000 HEALTHCARE EQUIPMENT

DIVISION 12 - FURNISHINGS
122113 HORIZONTAL LOUVER BLINDS
123100 MANUFACTURED METAL CASEWORK
123661.16 SOLID SURFACING COUNTERTOPS
125500 DETENTION FURNITURE

Volume 3 Volume 2 – Project Manual – Technical Specifications

DIVISION 21 - FIRE SUPPRESSION
210050 BASIC FIRE SPRINKLER MATERIALS & METHODS
211000 FIRE PROTECTION

DIVISION 22 - PLUMBING
220050 BASIC PLUMBING MATERIALS & METHODS
220548 VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND EQUIPMENT
220800 COMMISSIONING OF PLUMBING SYSTEMS
221000 PLUMBING PIPING SYSTEMS
224000 PLUMBING FIXTURES
225000 PLUMBING EQUIPMENT

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING
230050 BASIC HVAC MATERIALS & METHODS
230548 VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT
230593 TESTING, ADJUSTING, AND BALANCING FOR HVAC
230800 COMMISSIONING OF HVAC SYSTEMS

230900 BUILDING AUTOMATION SYSTEM
238000 HEATING, VENTILATING AND AIR CONDITIONING

DIVISION 26 - ELECTRICAL
260010 BASIC ELECTRICAL REQUIREMENTS
260519 BUILDING WIRE AND CABLE
260526 GROUNDING AND BONDING
260529 ELECTRICAL HANGERS AND SUPPORTS
260531 CONDUITS
260533 BOXES
260543 UNDERGROUND DUCTS AND STRUCTURES
260548 VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL
260553 ELECTRICAL IDENTIFICATION
260800 ELECTRICAL COMMISSIONING
260943 NETWORK ADDRESSING LIGHTING CONTROL SYSTEM
262413 SWITCHBOARDS
262416 PANELBOARDS
262716 CABINETS AND ENCLOSURES
262726 WIRING DEVICES
262816 OVERCURRENT PROTECTIVE DEVICES
262819 DISCONNECT SWITCHES
262900 MOTOR CONTROLS
263213 PACKAGED ENGINE GENERATOR SYSTEM
263354 THREE-PHASE UNINTERRUPTIBLE POWER SYSTEMS
263623 AUTOMATIC TRANSFER BYPASS ISOLATION SWITCHES
265100 INTERIOR LIGHTING
265600 EXTERIOR LIGHTING
266113 FIRE ALARM SYSTEM

DIVISION 27 - COMMUNICATIONS
270010 BASIC COMMUNICATION REQUIREMENTS
270526 COMMUNICATION GROUNDING AND BONDING
270528 COMMUNICATIONS PATHWAYS
270529 COMMUNICATION HANGERS AND SUPPORTS
270553 COMMUNICATIONS IDENTIFICATION
271323 COMMUNICATION OPTICAL FIBER BACKBONE CABLING
271500 COMMUNICATIONS HORIZONTAL CABLING
274100 COMMON WORK RESULTS FOR AV SYSTEMS
274101 GROUNDING AND BONDING FOR AV SYSTEMS
274102 HANGERS AND SUPPORTS FOR AV SYSTEMS
274103 CONDUITS AND BACKBOXES FOR AV SYSTEMS
274106 NOISE AND VIBRATION CONTROLS FOR AV SYSTEMS
274107 IDENTIFICATION FOR AV SYSTEMS
274108 AV CABINETS, RACKS, FRANES AND ENCLOSURES

274109 AV CABLE MANAGEMENT
274116 INTEGRATED AV SYSTEMS AND EQUIPMENT
274123 COMMUNICATIONS BROADBAND SYSTEMS
274133 CATV SYSTEM

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY
280500 COMMON WORK RESULTS FOR ELECTRONIC SAFETY AND SECURITY
280513 CONDUCTORS AND CABLES
280514 RACEWAYS AND BOXES
280526 SYSTEM SIGNAL GROUNDING
280527 CABINETS, ENCLOSURES, AND RACKS
280900 ELECTRONIC COMPONENTS
281300 ACCESS CONTROL SYSTEM
281500 INTERCOM SYSTEM
282300 VIDEO SURVEILLANCE SYSTEM
282600 DURESS ALARM SYSTEM
284613 INTEGRATED SEQUENCES OF OPERATIONS
284619 PLC INTEGRATED CONTROL SYSTEM

DIVISION 31 - EARTHWORK
311000 SITE CLEARING
312000 EARTH MOVING
312333 TRENCHING AND BACKFILLING

DIVISION 32 - EXTERIOR IMPROVEMENTS
320190 LANDSCAPE MAINTENANCE
320800 COMMISSIONING OF IRRIGATION SYSTEMS
321216 ASPHALT PAVING
321313 SITE CONCRETE
323113 CHAIN LINK FENCES AND GATES
328400 IRRIGATION INSTALLATION
329000 PLANTING INSTALLATION

DIVISION 33 - UTILITIES
331100 WATER DISTRIBUTION
331300 DISINFECTION OF DOMESTIC WATER PIPING
333000 SANITARY SEWERAGE UTILITIES
334000 STORM DRAINAGE UTILITIES

END OF TABLE OF CONTENTS

COUNTY OF MENDOCINO
General Services
Facilities and Fleet Division

JANELLE RAU
DIRECTOR

841 Low Gap Road
Ukiah, CA 95482-3734

Email: gs@mendocinocounty.org
Website: www.mendocinocounty.org/executive-office

Office: (707) 234-6050
Fax: (707) 463-4673

ADDENDUM #: 1

PROJECT: Mendocino County SB844 Jail Project

DATE: 08/08/2023

ISSUED BY: Roger Davis

The additions, omissions, clarifications, and/or corrections herein shall be made part of the Contract plans and specifications and shall be included in the Scope of Work and proposals to be submitted. This Addendum modifies the original plans and specifications as described below.

INQUIRIES AND CLARIFICATIONS TO PROJECT PLANS AND SPECIFICATIONS

GENERAL

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated August 8th, and consists of pages AD1-1 through AD1-3 and drawings as listed below. The following changes, additions or deletions shall be made to the following documents; all other conditions shall remain the same.

ITEM NO.

A) Specification

1) REPLACE
   i) SECTION 00 00 20 – PROJECT DIRECTORY
   Page 1, Project Management Contact
   (1) "Vanir Construction Management Inc.
   4540 Duckhorn Drive Suite 300
   Sacramento, CA 95834
   Debra Marinozzi, Senior Project Director
   Email; Debra.Marinozzi@vanir.com
   (707) 210-2921"

2) ADD
   i) SECTION 00 02 00 – NOTICE INVITING BIDS
   Page 000200-1, After Mandatory Pre-Bid Conference
   (1) "**NON-MANDATORY PRE-BID CONFERENCE**
   A non-mandatory pre-bid conference and site inspection will be held on Tuesday August 22 at 10:30 AM at the Project site, 851 Low Gap Road, Ukiah, California."

Bidders are reminded that they shall complete the Addenda Acknowledgement in the Bid Form of their Specification Book (Section 00310-2). Failure to do so may result in disqualification of the submitted bid.

3) REPLACE
   i) 01 35 13.16 – SPECIAL PROJECT PROCEDURES FOR DETENTION FACILIES
      (1) Replace the entire section with the attached.

4) REPLACE
   i) 04 20 00 – CONCRETE UNIT MASONRY
      (1) Replace the entire section with the attached.

5) REPLACE
   i) 28 015 00 – INTERCOM SYSTEM
      (1) Replace the entire section with the attached.

B) Drawings
1) REPLACE
   i) Sheet T0.00, TITLE SHEET
      (1) Replace the entire sheet with the attached.

2) REPLACE
   i) Sheet A0.00C, CONSTRUCTION SITE PLAN (PHASE 2)
      (1) Replace the entire sheet with the attached.

3) REPLACE
   i) Sheet A6.10, FINISH SCHEDULE
      (1) Replace the entire sheet with the attached.

4) REPLACE
   i) Sheet A9.00, FF&E SCHEDULE
      (1) Replace the entire sheet with the attached.

5) REPLACE
   i) M2.01, HVAC Floor Plan – Ground Level
      (1) Replace the entire sheet.

6) REPLACE
   i) M4.01, HVAC Floor Plan – Enlarged Admin Area
      (1) Replace the entire sheet.

7) REPLACE
   i) P2.01, Plumbing Floor Plan – Ground Level
      (1) Replace the entire sheet.

8) REPLACE
   i) P4.01, Riser Diagrams
      (1) Replace the entire sheet.

9) REPLACE
   i) E1-01, Electrical Site Plan
      (1) Replace the entire sheet.

10) REPLACE
   i) E2-01, Lighting Plan – Ground Floor

(1) Replace the entire sheet.

11) REPLACE
   i) E3-01, Power Plan -Ground Floor
      (1) Replace the entire sheet.

12) REPLACE
   i) EC2-01, Communications Plan – Ground Floor
      (1) Replace the entire sheet.

13) REPLACE
   i) SE02-01A, Security Electronics Visitors Center Device Plan
      (1) Replace the entire sheet.

14) REPLACE
   i) SE02-01B, Security Electronics Housing Unit Device Plan
      (1) Replace the entire sheet.

15) REPLACE
   i) TA-001, Gen. Notes, Legend, ABBR., Symbol & JBox Schedule
      (1) Replace the entire sheet.

16) REPLACE
   i) TA-002, Symbol Schedule
      (1) Replace the entire sheet.

17) REPLACE
   i) TA-201, Ground Floor AV Device Plan
      (1) Replace the entire sheet.

18) REPLACE
   i) TA-601, Ground Floor AV Device Plan
      (1) Replace the entire sheet.

19) REPLACE
   i) TA-701, Audiovisual Functional Diagrams
      (1) Replace the entire sheet.

20) REPLACE
   i) TA-702, Audiovisual CATV System Distribution Single Line Diagram
      (1) Replace the entire sheet.

ADDITIONAL INFORMATION

COUNTY OF MENDOCINO
General Services
Facilities and Fleet Division

JANELLE RAU
DIRECTOR

841 Low Gap Road
Ukiah, CA 95482-3734

Email: gs@mendocinocounty.org
Website: www.mendocinocounty.org/executive-office

Office: (707) 234-6050
Fax: (707) 463-4673

ADDENDUM #: 2

PROJECT: Mendocino County SB844 Jail Project

DATE: 08/22/2023

ISSUED BY: Roger Davis

The additions, omissions, clarifications, and/or corrections herein shall be made part of the Contract plans and specifications and shall be included in the Scope of Work and proposals to be submitted. This Addendum modifies the original plans and specifications as described below.

INQUIRIES AND CLARIFICATIONS TO PROJECT PLANS AND SPECIFICATIONS

GENERAL

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated August 15th, and consists of pages AD2-1 through AD2-7 and drawings as listed below. The following changes, additions or deletions shall be made to the following documents; all other conditions shall remain the same.

ITEM NO.

A) General

1) **Bidder's Question:** Please advise if any as built are available pertaining to the existing security system and instrumentation. Specific make and model of the existing equipment, and if it is known to interface with other brands would be particularly helpful.
   i) **Response:** The County does not have any current as-built security drawings of the system. Below is a list of current components:
      (1) PLC-Automation Platform-Modicon M340 Schneider Electric-210 Catalog. Not known what brands this unit interfaces with.
      (2) Intercom System – Harding Mirocom DXL.
      (3) Video Surveillance System – Avigilon.
      (4) Access Control Platform-Mercury EP 1502.

2) **Bidder's Question:** Specification Section 07 62 00 states that KYNAR coated materials are to be .040" in thickness. The closest gage metal is 20 gauge. However, in order to procure the 20 ga. KYNAR COPING there will be a minimum purchase required. This will substantially impact the cost. Would 22 ga. KYNAR be acceptable.
   i) **Response:** Please provide specified 20 gauge material.

3) **Bidder's Question:** What size pipe to the drinking fountain?
   i) **Response:** 3/4" per keynote "W5" sheet C3.00

Bidders are reminded that they shall complete the Addenda Acknowledgement in the Bid Form of their Specification Book (Section 00310-2). Failure to do so may result in disqualification of the submitted bid.

4) **Bidder's Question:** On C3.00 in the section underground piping for private mains, hydrants etc. note 10 requires 12" of sand below and above pipes. The trench detail 25 on C5.01 does not show the 12" below. Which is correct?
   i) **Response:** Detail 25 on sheet C5.01 was revised to callout 12" of sand minimum.

5) **Bidder's Question:** Please provide the original drawings for the concrete security grade beam below the existing fences that need to be demolished so we know the quantity of concrete and rebar to be removed.
   i) **Response:** Original drawings not available. Assume the existing grade beam is two foot wide by four foot deep.

6) **Bidder's Question:** What are the details for the 12" pervious gravel area?
   i) **Response:** See revised specification section 312000 Earth Moving for pervious material.

7) **Bidder's Question:** In the spec book section 321213 for disposal of AC it says it must be ground or crushed to a maximum size of 2". Is 2" a typo? Not sure why it matters what size it is if it's dumped at a recycling facility.
   i) **Response:** See revised specification section 321216 Asphalt Paving for removal of disposal of asphalt portion.

8) **Bidder's Question:** What size water line and valve is note 23 on C1.00?
   i) **Response:** Original drawings not available. Note indicates an empty valve box.

9) **Bidder's Question:** What is this material (rock section) in Cross Section - C?
   i) **Response:** As called out in Cross-Section C, the rock material is 6" ASTM #2 aggregate.

10) **Bidder's Question:** We are interested in bidding the structural steel and miscellaneous metals package for the upcoming Mendocino County Jail job in Ukiah, CA but we noticed that there is an AISC certification program requirement in place for the fabricator and erector. We would like to see if we could have that requirement waived and the wording changed to be, "in accordance/conformance with AISC specifications," or something of that kind. Please see the attached PDF for our formal request.
   i) **Response:** The request to remove the requirement for the AISC certification is not approved for the structural steel in this project.

11) **Bidder's Question:** Is there a specific bid bond form we should use or will a form from our bonding company suffice?
   i) **Response:** A surety provided form is acceptable if the surety is an admitted surety as required by Public Contract Code §20483 and certified pursuant to California Insurance Code §995.120.

12) **Bidder's Question:** Detail 5/A4.03 shows a screen/Guard between CMU wall and rec yard meshed roof, this occurs at three locations. Key note A38 on A3.00 calls this screen Alt 2 mechanical screen. Please provide details for how screen is constructed and what materials.
   i) **Response:** See revised architectural plans in Addendum.

13) **Bidder's Question:** Add alternate #2 calls for an add alternate roof screen. We could find no details on the drawings or specs for this screen. Keynote A14 on A1.08 references structural drawing. Drawing note on S1.3 at grids AA/2.2 references Architectural drawings. Please provide details/direction on what is to be provided in this add alt pricing.
   i) **Response:** See revised architectural and structural plans in Addendum.

14) **Bidder's Question:** On sheet A7.09 keynote A67 calls for ADA cell modesty screen to be S.S which to us means stainless steel. 3,4,5/A8.40 references just steel. Non ADA modesty screens shown on

6,20/A8.42 references just steel. Spec section 055050 section 2.6 calls for galvanized steel. Please clarify the material type and finish requirements for ADA and non ADA modesty panels.

i) **Response:** See revised architectural plans in Addendum.

15) **Bidder's Question:** Modesty screen tube size-4/A8.42 references a 3x3 tube, 5/A8.42 references a 2x2x.250 tube, and spec 055050 section 2.6 references a 3-1/2"x3-1/2"x10ga tube. Please clarify the tube size requirements for ADA and non ADA modesty screens.
   i) **Response:** See revised Specification section 055050 Detention Metal Fabrications in Addendum.

16) **Bidder's Question:** Mendocino County has standardized on Delta Controls for their building automation and temperature control system. The county buildings are monitored by a Delta Controls entelliWEB server. The specifications for the controls, section 230900, call for an Alerton building control front end computer. The plans show Siemens part numbers (see sheet M7.01Material Legend). Does the County want to change control manufactures or do they want to continue with Delta Controls being the County standard?
   i) **Response:** The County is standardized on the Delta Controls. See revised Mechanical drawings and specification in Addendum.

17) **Bidder's Question:** Spec section 055313 bar grating, Section 2.2 calls for pressure locked grating with 7/16" or 1/2" bearing bar spacing (ADA spacing). On sheet S1.02 there is a note near grid D/3 calling for Mcnichols GW-200 series which is a welded bar grating with non ADA spacing (1-3/16" OC bearing bar spacing). Please clarify which grating is to be used.
   i) **Response:** See revised Specification section 055313 Bar Grating in Addendum.

18) **Bidder's Question:** Cell desks and stools have conflicting information. On A7.09 the desk and stool are called out as a combo unit "A56". However, A.900 FF&E schedule (and also specifications) call for desks and stools being stand-alone-- stools are not identified at all in the cells, only at visitation. Please clarify if desk and stools in cells are to be combo units or separate.
   i) **Response:** The desk and stool are not a combo unit but are called out in a single on A7.09. The FF&E and Specification section 125500 Detention Furniture are correct as specified as individual items. See revised Specification section 125500 Detention Furniture in Addendum.

19) **Bidder's Question:** Is a gun locker needed in N143 corridor before entry into the new building, or elsewhere?
   i) **Response:** A gun locker does not be provided as part of this project.

20) **Bidder's Question:** Please provide specifications for the detention plastic furniture.
   i) **Response:** See revised Specification section 125500 Detention Furniture in Addendum.

21) **Bidder's Question:** Please provide better clarity for commercial vs. detention doors on the door schedules A6.00 & A6.01.
   i) **Response:** In general, the commercial versus detention door and frames are identified by the gauge of the door and frame. Commercial doors and frames are identified as 16 gauge. Medium Security doors and frames are identified as 14 gauge. Maximum Security doors and frames are identified as 12 gauge.

22) **Bidder's Question:** Is there a full size set available of the original project drawings? The plans set issued appears to be an off sized scanned set, with some sheets misaligned, extended margins, etc. The revised sheets issued with Addendum # 1 appear to be original pdf files with proper sheet size, scaling, etc.
   i) **Response:** The scanned set is the official set that is stamped and signed by the jurisdiction having authority. No other set will be provided.

COUNTY OF MENDOCINO
General Services
Facilities and Fleet Division

JANELLE RAU
DIRECTOR

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ADDENDUM #: 3

PROJECT: Mendocino County SB844 Jail Project

DATE: 08/28/2023

ISSUED BY: Eric Fadness

The additions, omissions, clarifications, and/or corrections herein shall be made part of the Contract plans and specifications and shall be included in the Scope of Work and proposals to be submitted. This Addendum modifies the original plans and specifications as described below.

THE BID DATE HAS BEEN CHANGED TO SEPTEMBER 14, 2023, AT 2:00 PM.
See item B below.

INQUIRIES AND CLARIFICATIONS TO PROJECT PLANS AND SPECIFICATIONS

GENERAL

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated October 28, 2022, and consists of pages AD3-1 through AD3-2 and drawings as listed below. The following changes, additions or deletions shall be made to the following documents; all other conditions shall remain the same.

ITEM NO.

A) General

1) **Bidder's Question:** Is there an approved set of fire sprinkler drawings, in the bid set there are 3 pages with no piping plan and states that a deferred submittal required.
   i) **Response:** The fire sprinkler system design is a deferred submittal. See the bid documents, drawings, and specifications for Delegated Design Requirements.

2) **Bidder's Question:** For the 8" fire service tie in on west side of housing building, it extends south, turning inside existing fence to the east. Can the point where it turns east move south to make the line outside of fence. This would reduce the need for open trench inside the secure area. It will reduce the cost working outside of the secure area purchase required. This will substantially impact the cost.
   i) **Response:** The fire service line and connection point shall remain as shown in the bid documents.

Bidders are reminded that they shall complete the Addenda Acknowledgement in the Bid Form of their Specification Book (Section 00310-2). Failure to do so may result in disqualification of the submitted bid.

3) **Bidder's Question:** Location of domestic water tie in is running south in the island that will present a conflict with existing utilities (gas, j/t and sewer). Can we relocate to the east through parking lot?
   i) **Response:** The parking lot to the east must remain secure and active for the Sheriff's Office use. Also, the new electrical service has been relocated from this area. See Addendum 1.

B) Specification

1) REPLACE
   i) SECTION 00 02 00 – NOTICE INVITING BIDS
   Page 1, Paragraph 1
   (1) "Notice is hereby given that Mendocino County will receive sealed bids at the Mendocino County General Service Agency Office, 841 Low Gap Road, Ukiah, California 95482 until the hour of 2:00 p.m., as determined by the clock on the wall in the General Services Agency Office, on **September 14, 2023** and then publicly opened and read aloud in the General Service Division Conference Room, 841 Low Gap Road, Ukiah, California for the following project:"

2) REPLACE
   i) SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS
   Page 1, Number 1.1 BID RECEIVED, Item A
   (1) "Sealed bids for the Mendocino County SB844 Jail Project will be received at the Mendocino County General Service Agency Office, 841 Low Gap Road, Ukiah, California, until 2:00 p.m. as determined by the clock on the wall of the General Service Agency Office, on **September 14, 2023,** and then publicly opened and read aloud in the General Service Agency Conference Room, 841 Low Gap Road, Ukiah, California."

ADDITIONAL INFORMATION

None.

COUNTY OF MENDOCINO
General Services
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ADDENDUM #: 4

PROJECT: Mendocino County SB844 Jail Project

DATE: 09/08/2023

ISSUED BY: Roger Davis

The additions, omissions, clarifications, and/or corrections herein shall be made part of the Contract plans and specifications and shall be included in the Scope of Work and proposals to be submitted. This Addendum modifies the original plans and specifications as described below.

INQUIRIES AND CLARIFICATIONS TO PROJECT PLANS AND SPECIFICATIONS

GENERAL

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated October 28, 2022, and consists of pages AD4-1 through AD4-6 and drawings as listed below. The following changes, additions or deletions shall be made to the following documents; all other conditions shall remain the same.

ITEM NO.

A) General

1) **Bidder's Question:** What is the glazing type for SF1 and SF2?
   i) **Response:** The glazing type for SF1 SF2 is insulated glazing. Sheet A6.01 Door Schedule & Window Types has been revised to clarify. Also, see revised Section 088800 Glazing for the updated Insulated Glazing Unit (IGU) specifications. See Addendum No. 4 items.

2) **Bidder's Question:** I count Qty 0 for Door frame types 6A and 6B. Please confirm.
   i) **Response:** Correct. Door frame types 6A and 6B are not used. Those types were removed from the door type schedule. See Addendum 4 items.

3) **Bidder's Question:** What is the thickness of GI-1? The spec doesn't call it out.
   i) **Response:** Section 088800 Glazing has been updated to include glass unit thicknesses. See Addendum No. 4 items.

4) **Bidder's Question:** C2.01 Grading and Drainage Plan, Drainage Keynote D09 states to install 4" Sch. 80 Drain Pipe and Daylight at Curb or Wall. Given the elevation/grades it would seem that this would leave minimum coverage of concrete over the pipe in order to daylight at curb. This may result in the concrete walkways failing at these locations. An option may be an HDG rectangular

drain installed flush to walkway finish grade. This may also require a different low profile adaptor from leader to drain pipe. See Addendum No. 4 items.

i) **Response:** Drawing C2.01 has been changed. Keynote D10 has been added calling out 4" x 3" steel tube pipes that are daylighting at the curb. See Addendum No. 4 items.

5) **Bidder's Question:** Sheet C3.00 shows fire service to building with DDCV and PIV FDC but no size requirement. Please confirm if 6" or 4" is needed.
   i) **Response:** Drawing C3.00 has been changed. Pipe sizes have been called out for all pipes feeding to and off the double detector check valve. Additionally, keynote F3 was revised to call out the 6" double detector check valve. See Addendum No. 4 items.

6) **Bidder's Question:** Sheet C3.00 Area at EX hydrant 1 is unclear if new fire line is to tie into existing and relocate hydrant or if we are to stop short and put blow off on the side of new main. If connecting to existing line at Hydrant is blow off still desired?
   i) **Response:** See revised drawing C3.00. The existing FH#1 was relocated west and called out to connect the existing fire water main to the proposed fire water main. The blowoff valve was removed. See Addendum No. 4 items.

7) **Bidder's Question:** See Sheet C3.00 note F 2 refers you to sheet C5.00 details 13 and 15 showing a dry barrel style hydrant, while general notes on C0.01 refers to use the City of Ukiah standards which calls for a wet barrel style hydrant. Please clarify which is to be used.
   i) **Response:** Drawing C5.00 was changed. The FH assembly call-out was revised to reference the City of Ukiah standard plan 305. See Addendum No. 4 items.

8) **Bidder's Question:** Is the High Security Cellular Deck specification in DIV 05 Steel Decking? The exact terminology from the drawings is not located in the specifications so having a hard time understanding whose scope "High Security Cellular Deck" will be.
   i) **Response: Correct.** See DIV 05 section 05 31 00 Steel Decking. The ceiling type "Legend" on drawings A2.01 and A2.02 has been revised to clarify. See Addendum No. 4 items.

9) **Bidder's Question:** In regards to the Security Plank Ceiling there are two different types mentioned; "plank" and "snap-in". This is a direct question form our vendor, "the "plank" ceiling specification calls out 2x2 snap-in panels with grid in the description. That is 2 different systems. Do they want plank or snap-in?"
   i) **Response:** The ceiling types and "Legend" on drawings A2.01 and A2.02 have been revised. Section 095753 Security Ceiling Assemblies has been corrected. See Addendum No. 4 items.

10) **Bidder's Question:** REFERENCE SHEET A9.00 FF&E SCHEDULE Do we base our proposal on sheet A9.00 "Procured" column in regard to OFOI, CF/CI, CF/OI, OF/CI. One example is Public Toilet 102. "CE082 – Baby Changing Station" states OF/CI. All Medical and Dental items listed as OF/OI. Please verify A9.00 responsibilities are correct.
   i) **Response:** Yes. The "Procured" column indicates responsibility for procuring and installing FF&E items. Procurement and Installation responsibilities have been reviewed and verified to be correct. Drawing A9.00 has been updated to add a legend to clarify CF/CI, OF/CI, and OF/OI abbreviations. See Addendum No. 4 items.

11) **Bidder's Question:** Reference Sheets: C0.02 – Improvements per Separate Plan, C1.00 – Improvements per Separate Plan, C2.00 – Improvements per Separate Plan, C2.02 Add Alt. 05 – Please clarify the extent of added scope to be provided in Add Alt. 05. Is the hashed line extent of scope? Paving Keynotes and Legends tend to show the entire area to receive new paving.

i) **Response:** Drawing C2.02 has been changed. The dashed line around the Add Alt #5 improvements has been thickened for clarity and the paving hatch now indicates only the extent of the proposed Add Alt #5 improvements. See Addendum No. 4 items.

12) **Bidder's Question:** Reference C1.00, A0.00C, A0.02: Keynote 07 on sheet C1.. Demo Plan shows existing security fencing to be removed at the south end of the project. On sheet A0.02, Fencing Plan, does not show this fencing being replaced. What is the intent at this location? If this is to receive new fencing to tie into the existing can a plan be provided? A0.00C, shows new 20' wide gate to tie into construction fence, but construction fence is not shown extending to this point. Please clarify.

i) **Response:** Drawing A0.02 has been changed to include the extent of new security fencing. Drawing A0.00D has been changed to clarify the extent of the new security fencing. See Addendum No. 4 items.

13) Bidder's Question: Specification Section 06 64 00 – Plastic Paneling. We cannot find this product in the finish schedule, interior elevations. Is this product being used? If so, please provide finish schedule and locations.

i) **Response:** Plastic Paneling is not used. Section 06 64 00 Plastic Paneling has been removed from the Technical Specification Volume II. See Addendum No. 4 items.

14) **Bidder's Question:** SECURITY GRADE ACOUSTICAL PANELS
Sheet A7.56 Interior Elevations, Elevations 5&7, Keynote A86 – SECURITY GRADE ACOUSTICAL PANELS. Please provide specification for this product.

i) **Response:** Security-grade acoustical panels are specified in Section 09 84 13 Fixed Sound Absorptive Panels. Keynote A86 on drawing A7.56 has been changed to reference "SOUND ABSORPTIVE ACOUSTICAL PANELS" for clarity. See Addendum No. 4 items.

15) Bidder's Question: Sheet C1.00 Demolition, C2.00 Grading and Drainage
Demolition plan shows to sandblast entire existing paved area to receive new asphalt slurry coat. Is the intent to sandblast the entire 26,500 s.f. +-? This can be a significant cost. Please clarify.

i) **Response:** On sheet C1.00 keynote 3 shows the extent of the sandblast area of the existing paving with a hatch pattern. On sheet C2.00 keynote G3 shows the extent of the asphalt slurry coat area over the existing asphalt area with a hatch pattern.

16) Bidder's Question: Question regarding the light fixtures:
All lighting control panels are backed up by a 15KVA inverter and 300KW Generator. Most of the lighting fixtures listed on the Lighting Fixture Schedule have remarks asking to "provide battery pack to fixtures connected to emergency power circuit". Are we to include 90-minute battery packs for all fixtures shown on the drawings with a darkened center; indicating that the fixtures are on an emergency circuit? Since all lighting circuits are fed from the LCPs, that are fed from the Life Safety Distribution Board, are all lighting fixtures considered to be on an emergency circuit and therefore to have battery-backup? Since all fixtures have a standby generator and lighting inverter backing up their power, are any battery packs even needed?

i) **Response:** Provide minimum 15 minute battery backup for all lighting fixtures indicated as requiring battery packs. The specification section 26 51 00 Interior Lighting has been revised as part of the Addendum. See Addendum No. 4 items.

17) Bidder's Question: Specification 01 52 00 Construction Facilities:, 2.1-E: Maintain fencing and gates adjacent to the work area. Provide additional fencing and gates as required to properly perform the Work. Minimum required fencing as follows: 1. Adjoining the secure jail facilities: No. 11 gauge, 2-inch mesh, 96-inch-high galvanized chain link fabric, with full privacy screen. 2.

Galvanized steel posts and top rails; 2-inch diameter line posts and top rails and 3-1/2-inch diameter corner, gate, and pull posts.

Questions:

1. Will Contractor Staging Area at Northwest site require 8' high Fence with Ground Driven Poles? Or may this be 6' high temp fence on pedestals with privacy fabric?

i) **Response:** Yes, the remote staging area will be 6-foot-high temporary fencing on pedestals with privacy fabric.

2. At the Construction Fence shown at perimeter of new jail A0.00C, will this require ground driven permanent construction fence? Consideration must be given for construction activities access. Option: use 6' high temp fence with privacy screen at non-secure areas.

i) **Response:** The fencing on the north, east and south sides of the construction area will be 6-foot-high temporary fencing with privacy fabric.

3. At west side of new jail structure, place construction fence per specifications (8' in ground with privacy screen**.**

i) **Response:** At the west side and southwest side of the new jail structure, construction fencing shall be 8-foot-high and permanent in nature with privacy screening.

18) Bidder's Question: Specification Section 282300-2.2C4 states:
"Provide a configuration tool that allows the creation of site maps with camera locations and monitor placement and also allows interactive operation including PTZ control." Specification section 282300-1.4\A.3 states "Only fixed cameras will be used". Drawing SE4-01\2 CCTV System Single Line Diagram shows Field Devices as "Typ. Fixed Camera." The CCTV Camera Schedule on Drawing SE5-01 does not specify if each camera is fixed or PTZ. Does the configuration tool require PTZ control?"

i) **Response:** Yes. All cameras are fixed but the configuration tool must have PTZ capabilities for other future camera types.

19) Bidder's Question: Regarding metal storage shelving:
Cannot locate metal storage shelving on the plan set. Does this pertain to this project?

i) **Response:** No. The metal storage shelving section will be removed. See Addendum No. 4 items.

20) Bidder's Question: Regarding horizontal louver blinds:
Cannot locate horizontal louver blinds. Are there any?

i) **Response:** Yes. Horizontal louver blinds are only associated with window type W14.

B) Specification

21) REMOVE
   i) SECTION 06 64 00 PLASTIC PANELING – This section is not used and has been removed from the Technical Specifications Volume 2.

22) REPLACE
   i) SECTION 08 88 00 GLAZING – This section has been replaced in its entirety. See attachment.

23) CHANGE
   i) SECTION 09 30 13 CERAMIC TILING – On page 2, section 1.8 QUALITY ASSURANCE, item A to read "Installer Qualifications shall meet one of the following:"

24) REPLACE
   i) SECTION 09 57 53 SECURITY CEILING ASSEMBLIES - This section has been replaced in its entirety. See attachment.

25) REMOVE
   i) SECTION 10 56 13 METAL STORAGE SHELVING – This section is not used and has been removed from the Technical Specifications Volume 2.

26) CHANGE
   i) SECTION 26 51 00 INTERIOR LIGHTING – On page 3, section 2.4 EMERGENCY LIGHTING, item A, Number 1 to read "Battery-backed LED emergency lighting fixtures shall consist of a normal LED fixture with some or all of the LEDs connected to a battery and charger. The battery shall be nickel cadmium and sized for a minimum of 15 minutes of fixture operation. The charger shall be solid-state and provide overload, short circuit, brownout and low battery voltage protection. The battery and charger shall include self-diagnostic and self-exercising circuitry to exercise and test itself for 5 minutes every month and for 30 minutes every 6 months. The fixture shall include a test/monitor module with LED status indicating lights mounted so as to be visible to the public. The fixture shall not contain an audible alarm."

   ii) SECTION 26 51 00 INTERIOR LIGHTING – On page 4, section 2.4 EMERGENCY LIGHTING, item A, Number 2 to read "Sealed beam emergency lighting units shall consist of sealed beam LED lamps connected to an internally mounted battery and charger. The battery shall be nickel cadmium and sized for a minimum of 15 minutes of battery operation. The charger shall be solid-state and provide overload, short circuit, brownout and low battery voltage protection. The unit shall be suitable for wall or ceiling mounting as required. It shall include self-diagnostic and self-exercising circuitry to exercise and test itself for 5 minutes every month and for 30 minutes every 6 months. The unit shall include a test/monitor module with LED status indicating lights mounted so as to be visible to the public. The unit shall not contain an audible alarm."

C) Drawings

27) REPLACE
   i) Drawing C2.01 GRADING AND DRAINAGE PLAN (Issued in Addendum 2 Dated: 08-18-23) – This drawing has been replaced in its entirety. See attachment.

28) REPLACE
   i) Drawing C2.02 GRADING AND DRAINAGE PLAN – ADD ALTERNATE #5 – This drawing has been replaced in its entirety. See attachment.

29) REPLACE
   i) Drawing C3.00 UTILITY PLAN – This drawing has been replaced in its entirety. See attachment.

30) REPLACE
   i) Drawing C5.00 DETAILS – This drawing has been replaced in its entirety. See attachment.

31) REPLACE
   i) Drawing A0.00D NEW SITE PLAN – This drawing has been replaced in its entirety. See attachment.

32) REPLACE
   i) Drawing A0.02 FENCE PLAN (Issued in Addendum 2 Dated: 08-18-23) – This drawing has been replaced in its entirety. See attachment.

33) REPLACE
   i) Drawing A0.05 SITE DETAILS (Issued in Addendum 2 Dated: 08-18-23) – This drawing has been replaced in its entirety. See attachment.

34) REPLACE
   i) Drawing A0.06 EXTERIOR CATWALK STAIR & DETAILS, GATE SCHEDULE & GATE TYPES (Issued in Addendum 2 Dated: 08-18-23) – This drawing has been replaced in its entirety. See attachment.

35) REPLACE
   i) Drawing A2.01 REFLECTED CEILING PLAN – GROUND FLOOR – This drawing has been replaced in its entirety. See attachment.

36) REPLACE
   i) Drawing A2.02 REFLECTED CEILING PLAN – TIER LEVEL – This drawing has been replaced in its entirety. See attachment.

37) REPLACE
   i) Drawing A6.01 DOOR SCHEDULE & WINDOW TYPES – This drawing has been replaced in its entirety. See attachment.

38) CHANGE
   i) Sheet A7.56 INTERIOR ELEVATIONS (issued in Addendum 2 Dated: 08-18-23), Keynote A86 – SECURITY GRADE ACOUSTICAL PANELS. The keynote has been changed to "A86 - SOUND ABSORPTIVE ACOUSTICAL PANELS".

39) REPLACE
   i) Drawing A9.00 FF&E SCHEDULE (Issued in Addendum 2 Dated: 08-18-23) – This drawing has been replaced in its entirety. See attachment.

40) REPLACE
   i) Drawing M2.01 HVAC FLOOR PLAN _ GROUND LEVEL (Issued in Addendum 1 Dated: 07-11-23) – This drawing has been replaced in its entirety. See attachment.

ADDITIONAL INFORMATION

None.

SECTION 000200 - NOTICE INVITING BIDS

Notice is hereby given that Mendocino County will receive sealed bids at the Mendocino County General Service Agency Office, 841 Low Gap Road, Ukiah, California 95482 until the hour of 2:00 p.m., as determined by the clock on the wall in the General Services Agency Office, **on August 30, 2023** and then publicly opened and read aloud in the General Service Division Conference Room, 841 Low Gap Road, Ukiah, California for the following project:

Bid 030-23 Mendocino County SB 844 Jail Project

The Project consists of the construction of a new 21,000 square foot, 60 bed, Special Needs Housing Unit for the County of Mendocino Sheriff's Department, including utilities, site development and a connecting walkway.

The following Prime Contractors successfully prequalified through a public prequalification process.

Broward Builders - Woodland, Contractor License Number 602146

Lathrop Construction Associates Inc.- Benicia, Contractor License Number 415981

Sletten Construction Company - Las Vegas, Contractor License Number 446809

Prime contractor bids for this project will only be accepted from the General Building Contractors listed above.

Requests for Electronic Plans and Documents may be downloaded from the Mendocino County Web Page for Open RFP, Quotes & Bids: https://www.mendocinocounty.org/departments/general-services/open-rfp-bids. **Entities requesting Plans and Specifications will be provided a Non-Disclosure Agreement that must be executed prior to receiving access to the secure site where the plans and documents will be available.** The link above for the request for plans and specifications will be provided to builder's exchange plan rooms throughout Northern California.

Bids shall be made on the form provided in this Manual and accompanied by a form of bid security as provided in Section 00100 Instructions to Bidders.

The successful Bidder will be required to furnish a Labor and Material Bond and a Performance Bond as required in Section 00100 Instructions to Bidders.

Bidders' attention is called to Instruction to Bidders and other related documents in this Manual for full directions and information as to bidding and other requirements.

MANDATORY PRE-BID CONFERENCE
A mandatory pre-bid conference and site inspection will be held on Wednesday August 2 at 10:30 AM at the Project site, 851 Low Gap Road, Ukiah, California.

The County reserves the right to schedule additional mandatory pre-bid conferences to ensure adequate bid representation. Failure to attend at least one of the pre-bid conferences will disqualify a non-attending bidder from the bid.

LABOR CODE REQUIREMENTS; PAYMENT OF PREVAILING WAGES
Pursuant to the provisions of the Labor Code of the State of California, the Department of Industrial Relations has made a determination of the rate of per diem wages to be paid on the prevailing rate of pay for regular, holiday and overtime work in the locality in which the public work is to be performed, for each craft, classification, or type of workman needed to execute the contract. All County of Mendocino projects greater than $1,000 require that contractors adhere to Prevailing Wage requirements (California Labor Code, Sections 1770 through 1775). In accordance with the California Labor Code Section 1773.2, copies of the applicable determinations of the Director are on file with the General Services Agency and may be reviewed upon request. The rates can also be found online at: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. The Contractor shall comply with all State Labor Code and prevailing wage requirements, including but not limited to, those set forth in Section 000200A California Labor Code Requirements after this Notice Inviting Bids.

CONTRACTOR REGISTRATION
Per Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Please see http://www.dir.ca.gov/Public-Works/PublicWorks.html for more information. No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work provided at the time of bid. If awarded a contract, the bidder and its subcontractors, at all tiers, shall maintain active registration with the Department of Industrial Relations for the duration of the project.

MENDOCINO COUNTY BUSINESS LICENSE
All contractors must have a Mendocino County Business License (MCBL), as required by Mendocino County Code Chapter 6.04, to work on this contract. At the time of contract award, all contractors who are not exempt and do not already have a MCBL shall apply for one, which shall be obtained prior to performance of any work by that contractor.

LAWS AND GOVERNANCES
In the performance of the work contemplated by this contract, the contractor shall conform to and abide by all labor requirements and provisions of State and Federal Laws and City and County Ordinances and Regulations which may in any manner affect those engaged or employed on the work project, including but not limited to the overtime provisions of the Labor Code section 1813 and 1815 of the State of California. Federal Laws, including The Davis-Bacon Act and The Americans with Disabilities Act of 1990, are applicable to the project.

END OF SECTION

SECTION 000200A – CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including, but not limited to, all cleanup work at the jobsite.

1.1. Copies of such prevailing rate of per diem wages are on file at the Mendocino County General Services Agency and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

2. Penalties for Violations. The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

3. Payroll Records. The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require its subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in California Labor Code section 1776 on a monthly basis, both to the

County and directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

3.1. If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

3.2. The County may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the County and the Labor Commissioner on a weekly basis, at no additional cost to the County.

4. Apprentices. The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

5. Working Hours. The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1-1/2 times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

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

8. Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. The County must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

9. Contractor and Subcontractor Registration Requirements. The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the California Business and Professions code or by sections 10164 or

20103.5 of the California Public Contract Code, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within twenty-four hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

9.2. By submitting a bid or proposal to the County, the Contractor is certifying that he or she has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5, and the Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

9.3. The County may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the County's request.

9.4. This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

10. Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

SECTION 001000 - INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 BIDS RECEIVED

A. Sealed bids for the **Mendocino County SB844 Jail Project** will be received at the Mendocino County General Service Agency Office, 841 Low Gap Road, Ukiah, California, until 2:00 p.m. as determined by the clock on the wall of the General Service Agency Office, on August 30, 2023, and then publicly opened and read aloud in the General Service Agency Conference Room, 841 Low Gap Road, Ukiah, California.

B. Late bids will not be accepted and will be returned unopened. It is Bidder's responsibility to assure that its bid is delivered and received at the location noted above on or before the date and hour set for the bid opening.

1.2 LICENSE REQUIREMENT

The license required for this Project is a “B” License.

1.3 BIDS AND BID SECURITY

Bids, to be considered, must be in accordance with the following instructions:

A. Bids must be submitted on the bid form provided in this Manual, properly and completely filled out with numbers stated both in writing and in figures and with signatures of all persons signing in longhand/cursive. Bids shall be submitted in a sealed envelope, the outside of which shall include the bidder’s name and be plainly marked “**Mendocino County SB844 Jail Project**.”

B. The completed form shall be without erasures or interlineation and shall not contain recapitulations of the work to be done. Corrections on the bid forms shall be initialed by the person submitting the bids.

C. A Bidder’s Bond, Certified Check or Cashier's Check made payable to the County of Mendocino for an amount equal to at least ten percent (10%) of the bid amount shall accompany each bid. The bidder's bond shall be by an admitted surety insurer, cash, certified or cashier's check.

The Attorney-in-Fact who executes this bond on behalf of the surety must attach a notarized copy of their power-of-attorney as evidence of their authority to bind the Surety on the date of execution of the bond. Where State law requires, certification by a resident agent shall also be provided.

D. Responsive Bids shall include completed and executed copies of the documents listed below, including specified sections if included in the project Manual. The list is intended as an aid for the bidder and may not be inclusive of all documents required and does not relieve the bidder of their responsibility to thoroughly review all bidding

documentation and ensure that they have completed all required forms and information to render their bid responsive.

1. A copy of the letter of qualification from the County
2. Bid security pursuant to Section 1.3.C above
3. 00307 Non-Collusion Affidavit
4. 00310 Bid Form
5. 00430 Subcontractor Listing Form

1.4 SUBCONTRACTORS LISTED

A. In accordance with California Public Contract Code Sections 4100 et seq., each bidder shall provide a list of subcontractors (Section 00430), giving the name and location of place of business and contractor's license number and DIR registration number of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each instance, the nature and portion of the work to be subcontracted shall be described. The bidder shall list only one subcontractor for each portion of the work as is defined by the bidder in his or her bid.

B. Failure of Bidder to specify a subcontractor for any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total contract price constitutes an agreement for Bidder to perform that portion of the work itself. After bids are opened, no subcontractor may be designated or substituted except as provided for in Sections 4107 et seq. of the Public Contract Code.

C. The successful bidder shall not, without the consent of the County, either substitute any person as subcontractor in place of the subcontractor designated in the original bid or permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

D. The County may request any other information concerning any subcontractor whom the bidder is required to list under subsection (a) above, up to 24 hours after the deadline for the receipt of bids. All bids shall be submitted subject to the terms, conditions, and penalties of Public Contract Code Sections 4100 to 4114.

1.5 AWARD OR REJECTION OF BIDS

A. The contract shall be awarded to the lowest responsible bidder complying with these instructions, provided the bid is deemed reasonable and in the best interest of the County of Mendocino. County reserves the right to reject any and all bids, and to waive any informality on bids received whenever the rejection or waiver is in the best interest of County. The competency and dependability of the bidders will be considered when making the award.

A. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, if this bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: [check one].

X 1. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

2. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Form as being used for the purpose of determining the lowest bid price.

3. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the County before the first bid is opened.

4. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph 1. shall be used to determine the lowest bid.

B. Notwithstanding the method used by the County to determine the lowest responsible bidder, the County retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.

C. Bid amounts shall be submitted on all items of work set forth in the bid sheet and shall account for all labor, materials, equipment and incidentals necessary to complete the work in full It is further understood and agreed that the total amount bid for the project is for purposes of comparing bids, and does not constitute an agreement to pay a lump sum for the work.

D. The award of the contract, if awarded, will be made within one hundred twenty (120) days after the opening of the bid, unless an extension is agreed to by the lowest responsible bidder. The award of the contract will be subject to the approval of the Bureau of State and Community Corrections (BSCC), and availability of funds contingent upon Department of Finance SB 844 funding approval. Unless otherwise required by law, no bidder may withdraw his bid for a period of 120 days after the date the bids are opened. Contractors submitting bids on this work agree that the County may retain the bid security submitted with the bid for 120 calendar days after the bid opening. Retained security will be returned 120 days after the bids are opened or immediately in case all bids are rejected; provided, however, that the bid security of the successful bidder shall be returned in accordance with Section 1.5.D below.

E. Within ten (10) Calendar Days after written notification of award by the County, the successful bidder shall contract with the County on the form of Agreement included herein in accordance with the bid as accepted by the County, and secure worker's compensation and any other required insurance and bonds. If the bidder fails to do so, the certified or cashier's check or surety bond and the money payable thereon accompanying the bid shall become the property of, and be retained by, the County

as liquidated damages for such failure, provided that if said undersigned shall execute the contract, secure worker's compensation, and any other required insurance and bonds, their check or bid bond shall be returned to them within 10 days thereafter.

F. The undersigned agrees, if awarded the contract for the work included in the Bid as accepted, to commence work on the date provided in the written Notice to Proceed or, if no such date is provided in the written Notice to Proceed, then within ten (10) calendar days after mailing of the written Notice to Proceed, or if no such written Notice to Proceed is issued, then within ten (10) calendar days from the date of execution of the Construction Agreement by all parties.

G. Bid protests shall be in writing and received by the County at 841 Low Gap Road, Ukiah, CA before 5:00 p.m. no later than seven (7) calendar days following the occurrence giving rise to the protest (the “Bid Protest Deadline”). Protests shall be considered pursuant to the procedures set forth below:

1. Only a bidder who has actually submitted a Bid is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

2. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. The party filing the protest shall concurrently transmit a copy of the protest and all supporting documents by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. The protested bidder may submit a written response to the protest, provided the response is received by the County before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder..

5. The procedure and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. The bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

6. Within seven (7) calendar days following the receipt of the written protest, and all responses the Purchasing Agent shall provide a written response to all parties. If

the Purchasing Agent finds the protest lacks merit, the Purchasing Agent shall notify all bidders of such findings without modifying the award recommendation. If the Purchasing Agent finds the protest has merit, the Purchasing Agent may reject the protested bid and modify the award recommendation or reject all bids and notify all bidders of the decision.

7. Where a protest has been resolved or withdrawn prior to a final determination by the Purchasing Agent, the contract may be awarded in accordance with the Purchasing Agent's original recommendation.

8. In the event the protest remains unresolved, the parties may appear before the Board of Supervisors at the time that the contract or bid award is being presented to the Board for consideration at a regularly scheduled Board meeting. All bidders shall be notified of the date on which the matter will be heard by the Board of Supervisors. Unless a request for appeal of the Purchasing Agent's determination is received at least 21 days prior to the meeting date, the appeal will not be agendized, and the parties comments will be limited to public expression on the award item.

9. In the event of a timely protest under this Section, the County will not proceed further with the solicitation or the award of the contract until the protest is resolved, unless the Purchasing Agent, in consultation with the Sheriff's Office makes a determination that the award of the contract without further delay is necessary to protect a substantial interest of the County.

1.6 TIME OF COMPLETION

Time is of the essence in performance of the work of this contract. Bidder agrees to commence work on the date provided for in paragraph 3.1 of the Construction Agreement and achieve Substantial Completion not later than **six hundred calendar days** from the date of commencement.

1.7 LIQUIDATED DAMAGES

In case of failure on the part of Contractor to achieve Substantial Completion within the time stipulated above plus any duly authorized extension of time granted by the County in an executed change order, Contractor shall pay to County the sum of $2500.00 per calendar day for each day's delay beyond the time prescribed as liquidated damages, but not as a penalty.

1.8 ADDENDUM

The Contract Administrator may issue addenda to the project plans and specifications as deemed necessary to modify the project documents prior to opening of bids. Any addendum issued during the time of bidding and before bid opening shall be included in the bid. The addendum issued by County shall become part of the agreement. Questions to be considered for inclusion in an addendum must be in writing and in the hands of County not less than seven (7) days prior to bid opening date. It is the responsibility of the bidder to check for any addenda. Addenda will be posted on the County's website: https://www.mendocinocounty.org/departments/general-

services/central-services/open-rfp-quotes-bids. Addenda will not be posted less than 72 hours prior to bid opening except to extend the deadline for submitting bids.

1.9 INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a Bidder find discrepancies in, or omissions from, the drawings or documents, or should it be in doubt as to their intent, it should at once notify County in writing, which will then send responsive written instructions in the form of addenda to all Bidders. County will not be responsible for any oral instructions. Any verbal conversations with County during the bidding period are not to be construed as instructions. Any changes in the Contract documents will be issued by written addendum only.

1.10 WITHDRAWAL OF BID

Bids may be withdrawn prior to, but not later than, the time of bid opening.

1.11 BONDS AND INSURANCE REQUIRED

A. The successful Bidder is required to furnish and maintain in force for the duration of the project a Labor and Material Payment Bond and a Performance Bond each in the amount equal to one hundred percent (100%) of the contract price. Said Bonds shall be obtained from a surety company satisfactory to County. Form of Bonds - The Bonds shall be submitted on the bond forms approved by the American Institute of Architects (AIA) or shall be in substantial compliance with same. The Performance Bond shall name the Board of State and Community Corrections as co-obligee.

B. All bonds required shall be issued by sureties which are admitted insurers in the State of California and are subject to regulation by the Department of Insurance. The bonds must be issued by the same admitted surety insurer. The County further reserves the right to satisfy itself as to the acceptability of the surety and the form of each bond. The bidder must submit together with the bonds, the original, or certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so for and on behalf of the insurer. If the surety insurer is found not to be an admitted surety insurer, the bonds shall be rejected and bidder shall have 15 working days to provide bonds acceptable to the County. The Surety furnishing these bonds shall have sound financial standing, a record of service satisfactory to the County of Mendocino, and be authorized to do business in the State of California.

C. Prior to execution of the Construction Agreement by the County, the successful bidder shall submit certificates of insurance, signed by an authorized agent of the insurer, attesting to insurance coverage of the bidder as required by Article 2 of the General Conditions.

D. Bidders are directed to Article 2 of the General Conditions for complete details of the bonds and insurance requirements.

1.12 SUBSTITUTION OF SECURITY

Pursuant to California Public Contract Code Section 22300, the Contractor may substitute securities for retention money withheld by the County to insure performance under the Contract. Said securities shall be in a form and of a type acceptable to the County.

1.13 BIDDER'S QUALIFICATIONS

A. All Bidders, Contractors and Subcontractors bidding under joint venture agreements shall be duly licensed as provided for under Sections 7000 et seq. of the Business and Professions Code.

B. A corporation which is awarded the Contract will be required to furnish certification attesting to its corporate existence, as well as evidence that the Officer signing the contract is duly authorized to do so.

C. Bidders and their subcontractors may be required to furnish evidence satisfactory to County that they have sufficient means and have had experience in the class of work called for to enable them to complete the contract in a satisfactory manner.

D. No person, firm or corporation shall make or file or be interested in more than one bid for the same work, except insofar as alternate bids may be called for. No person, firm or corporation shall submit a collusive or sham bid or seek directly or indirectly to induce any other bidder to submit a collusive or sham bid or to refrain from submitting a bid or to seek in any way to control or fix the price of the bid or any portion of the bid price in order to secure an advantage against County or any other person interested in the proposed contract. However, a person, firm or corporation submitting a sub-proposal to a bidder or quoting prices on materials to a bidder is not hereby disqualified from submitting sub-proposals or quoting prices to other bidders.

E. A licensed contractor shall not submit a bid to a public agency unless (1) its contractor's license number appears clearly on the bid, (2) the license expiration date is stated, and (3) the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by County.

F. The work to be performed under this contract is of a very specialized nature. It is the desire of County to secure the best work attainable and to maintain a very critical and condensed schedule. Bidders considered for award will be limited to those firms who are duly prequalified to bid on the project pursuant to the prequalification process completed as Mendocino County RFQ 010-22.

1.14 EXAMINATION OF SITE AND DOCUMENTS

The bidders shall carefully examine the Plans and Specifications and prior to their bid satisfy themselves as to their sufficiency. The bidders shall not at any time after submission of the bids, dispute or complain of the Plans and Specifications, the directions explaining or interpreting them, or assert that there is any misunderstanding in regard to the location, extent, nature, or amount of work to be performed.

By submitting a bid, Bidder agrees and warrants that (1) it has examined and familiarized themselves with all contract documents, drawings, specifications and the work required, the site, locality, availability of labor and materials, all local conditions, Laws and Regulations; (2) it is satisfied that the same are adequate to produce the required results within the contract time; and (3) its bid covers the cost of all items required in the agreement.

Warranties, Special and/or Extended Warranties, Guarantees: Contractor shall thoroughly examine all specification sections and note warranty requirements within individual sections that extend, and place higher requirements on, equipment, material, devices, finishes, etc., beyond general warranties and/or the general building warranty period. Refer to General Conditions and Division 01 sections for submittal and closeout information.

1.15 ENVIRONMENTAL DOCUMENTS AND CONDITIONS OF THE SITE

Bidder agrees to perform its work in conformance with all environmental documents and mitigation measures applicable to the project. Bidders' attention is directed to specification section 011000 Summary of Work and the source environmental documents and other documents with information regarding the existing site conditions.

1.16 AGREEMENT

Contract documents include the Agreement which the successful Bidder, as Contractor, will be required to execute.

1.17 PRE-CONSTRUCTION CONFERENCE

The successful bidder shall be available for a pre-construction conference with County at a mutually convenient time.

END OF SECTION

COUNTY OF MENDOCINO
General Services Agency
Facilities & Fleet Division

JANELLE RAU
DIRECTOR

841 Low Gap Road
Ukiah, CA 95482-3734

Email: facilities@co.mendocino.ca.us
Website: https://www.mendocinocounty.org/government/general-services

Office: (707) 234-6068
Fax: (707) 463-4673

Broward Builders, Inc.
Attn: Dennis Broward
1200 E. Kentucky Avenue
Woodland, CA 95776

March 24, 2023

RE: Contractor Prequalification-SB 844 Jail Expansion Projects Bid 010-22

Dear Mr. Broward:

The County of Mendocino would like to thank you for your interest in the Contractor Prequalification for SB844 Jail Expansion Project. Upon review of the prequalification package that was submitted by Broward Builders Inc. the county has determined that it does meet the minimum qualifications and is eligible to bid on the project.

The County will be publicly publishing a list of prequalified contractors names by April 19, 2023 and hope to be announcing a bid date for the Jail Expansion Project shortly after.

The County of Mendocino and its staff appreciate the time and effort Broward Builders spent preparing and submitting the information to prequalify and look forward to receiving your bid for our upcoming project. If you have any questions please contact me at (707) 234-6054, andersond@mendocinocounty.org.

Sincerely,

Doug Anderson

Doug Anderson
Assistant Manager-Facility & Fleet
County of Mendocino

SECTION 003060 - ANTITRUST CLAIM ASSIGNMENT

Pursuant to California Public Contract Code Section 7103.5, the following certification is hereby set forth and made a part of these specifications:

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

END OF SECTION

SECTION 003070 – NON-COLLUSION AFFIDAVIT

In accordance with California Public Contract Code Section 7106, the following affidavit must be completed by the Bidder:

Non-Collusion Affidavit to be executed by Bidder
and submitted with bid

The undersigned declares:

I am the Vice President of Broward Builders, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 14, 2023, at Woodland, California.

Randy Cantrell, V.P.
Signature

Date Received 9.14.2023
Date Opened 9.14.2023
Initials

RECEIVED
SEP 14 20
County of Mendocino
General Services Agency
Facilities and Fleet Division

SECTION 003100 – BID FORM

THE MENDOCINO COUNTY SB844 JAIL PROJECT

TO: Honorable Board of Supervisors

It is understood that this bid is based upon completion of the work within the time of completion requirements contained in the Instructions to Bidders.

In submitting this proposal, the undersigned understands and agrees that Mendocino County, shall and does reserve the right to reject any and all proposals, and to waive any informality in any proposal.

It is agreed that this bid may not be withdrawn for a period of one hundred twenty (120) days from the opening hereof.

The undersigned has carefully examined the project site and Contract Documents and has provided the County written notice of conflicts, errors or discrepancies that they have discovered in the Contract Documents and accepts the County's responses thereto and has checked all its figures and understands that the County will not be responsible for any error or omissions on the part of the undersigned in making up this bid.

It is agreed that time of performance of the contract is of the essence and if awarded the Contract, the undersigned agrees to complete the Work within the time specified in the Instructions to Bidders.

The undersigned, having become completely familiar with all conditions affecting the cost of the work at the place where the work is to be done, and with the drawings, specifications and other contract documents prepared and issued thereof and now available on the Mendocino County General Services Agency official web page, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, equipment, transportation and services necessary to erect and complete in the best workmanlike manner, all as shown and specified. No additional information or data will be required by Bidder in order to perform and furnish the Work at the contract Price, within the contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.

The following bid amounts are as defined and clarified in the Instructions to Bidders, Allowances and Alternates portion of these specifications:

All bids shall include required California State Sales Tax, cost of all bonds and insurance as required and all other items of expense incidental to the contract. The County of Mendocino is exempt from Federal Excise Tax.

A licensed Contractor shall not submit a bid to a public agency unless its Contractor's License number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not

containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the County.

The successful bidder will contract with Mendocino County, in the form provided within the Contract Documents, in accordance with the proposal as accepted, and secure worker's compensation and any other required insurance and bonds within the time frames described in the Contract Documents. The undersigned agrees, if awarded the contract for the work included in the Proposal as accepted, to commence work on the date provided in the written Notice to Proceed or, if no such date is provided in the written Notice to Proceed, then within ten (10) calendar days after mailing of the written Notice to Proceed, or if no such written Notice to Proceed is issued, then within ten (10) calendar days from the date of execution of the Construction Agreement by the County.

If the bidder fails to do so, the certified or cashier's check or surety bond and the money payable thereon accompanying the bid shall become the property of, and be retained by, the County as liquidated damages for such failure, provided that if said undersigned shall execute the contract, secure worker's compensation, and any other required insurance and bonds, their check or bid bond shall be returned to them within 10 days thereafter.

If Substantial Completion of the work is not achieved within the time for completion specified in the Instructions to Bidders, as adjusted by any Change Orders, the County will suffer damages which are difficult to determine and accurately specify. If Substantial Completion of the Work is not achieved within this time, the Contractor shall pay the County **two thousand five hundred dollars ($2,500)** as liquidated damages for each calendar day that the work is late, this amount being a reasonable estimate of the County's actual damages for late completion and not imposed as a penalty. The County is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, County is entitled to recover the balance from Contractor or its sureties.

The undersigned agrees to perform all work within the time provided, assuming the obligation for the liquidated damages herein before specified, for the construction of the **Mendocino County SB844 Jail Project**, pursuant to the Contract Documents and as indicated in the Drawings and Specifications, for the below base bid, along with any additive, allowances or alternates chosen by the County.

Name of Bidder Broward Builders, Inc.

BASE BID: MENDOCINO COUNTY SB844 JAIL PROJECT

Thirty five million seven hundred fifty nine thousand Dollars ($35,759,000.00)

ALLOWANCE No. 1: UNFORESEEN OVER EXCAVATION AND IMPORT FILL SOIL

One hundred thousand dollars Dollars ($ 100,000)

ADDITIVE ALTERNATES:

Additive Alternate #1: Floor Coverings

Add Eighty one thousand Dollars ($ 81,000.00)

Additive Alternate #2: Rooftop Mechanical Screen

Add ninety two thousand Dollars ($ 92,000.00)

Additive Alternate #3: Ceramic Wall Tile

Add Twenty nine thousand Dollars ($ 29,000.00)

Additive Alternate #4: Dry Erase Marker Boards

Add Ten thousand Dollars ($ 10,000.00)

Additive Alternate #5: Staging Area Parking and Drainage

Add Two hundred seventy nine thousand Dollars ($ 279,000.00)

UNIT PRICES:

Unit Price No. 1 Import Fill Soil per Cubic Yard ($ 110.00)

Unit Price No. 2 Over Excavation per Cubic Yard ($ 115.00)

Unit Price No. 3 Contaminated Soil Removal per Cubic Yard ($ 1,290.00)

Unit Price No. 4 General Debris Removal per Cubic Yard ($ 505.00)

Unit Price No. 5 Installation of Filter Fabric per Square Yard ($ 11.00)

Name of Bidder Broward Builders, Inc.

ADDENDA: CONTRACTOR TO ACKNOWLEDGE RECEIPT

The undersigned has received the following Addenda pertaining to this project and they have been included as part of my bid.

Addendum Number: 1 Date: 8/8/2023

Addendum Number: 2 Date: 8/22/2023

Addendum Number: 3 Date: 8/28/2023

4 9/8/2023

Name of Organization Broward Builders, Inc.

Type of Organization Corporation
(Corporation, Partnership, etc.)

Address 1200 E. Kentucky Avenue, Woodland, CA 95776

Name of State where incorporated California

Contractors License No.: 602146 Expiration Date: 9/30/2024

The Bidder is required to be registered with the State of California's Department of Industrial Relations (DIR).

DIR Registration #: 1000000001 Expiration Date: 6/30/2025

The undersigned hereby certifies under penalty of perjury that this bid is genuine and not collusive, that all the information is correct and that he/she has carefully checked all of the above figures and understands that the County will not be responsible for any errors or omissions on the part of the undersigned on making up this bid.

Randy Cantrell — Randy Cantrell, Vice President — 9/14/2023
Authorized Signature — Title — Date

Corporate Seal

END OF SECTION

SECTION 004300 – SUBCONTRACTORS LISTING FORM

Mendocino County SB844 Jail Project

In accordance with the provisions of Section 4100 *et seq.* of the Public Contract Code of the State of California, each bidder shall list below the name, license number, Department of Industrial Relations (DIR) Registration Number, and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each such instance, the nature and portion of the work to be subcontracted shall be described.

TRADE DISCRIPTION	SUBCONTRACTOR'S NAME	CONTRACTOR LIC. # / DIR REG #	LOCATION
Concrete Reinforcement			
Masonry	Rouse masonry	847935 1000365264	Ukiah, CA
Structural Steel	Ahlborn Structural Steel	854244 1000001159	Santa Rosa, CA
Steel Decking	Ahlborn Structural Steel	854244 1000001159	Santa Rosa, CA
Casework	Fremont millwork	249756 1000000246	Klamath Falls, OR
Metal Roof Panels	Solano County Roofing	495355 1000000777	Fairfield, CA

PVC Roofing	Solano County Roofing	495355 1000000777	Fairfield, CA
Applied Fireproofing x			
Joint Sealants x			
Aluminum Storefront/ Glass	Pinguelo Construction	610938 1000002874	Fairfield, CA
Metal Studs/Drywall x			
Acoustic Ceilings	Cemco	1054706 1000399311	north Highlands, CA
Acoustic Wall Panels	Cemco	1054706 1000399311	north Highlands, CA
Painting	mccarley + Son Painting	991766 1000012134	Shasta Lake, CA

END OF SECTION

Detention Eqpt. Contractor	CML Security	1015730 1000040451	Broomfield, CO
Healthcare Equipment*			
Fire Sprinklers	Marguez Fire	1077494 1000797840	Rocklin, CA
Plumbing	United Plumbing	659759 1000017179	Fortuna, CA
HVAC	Peterson Mechanical	171486 1000000667	Sonoma, CA
Electrical	Berg Electric	85046 1000000328	Rancho Cordova, CA
Electronic Safety & Security	Berg Electric	85046 1000000328	Rancho Cordova, CA
Demolition	Engelke Construction	305446 1000000610	Healdsburg, CA

END OF SECTION

Earthwork	Engelke Construction	305446 1000000610	Healdsburg, CA
AC Paving	Engelke Construction	305446 1000000610	Healdsburg, CA
Site Utilities	Engelke Construction	305446 1000000610	Healdsburg, CA
Joint Trench	Berg Electric	85046 1000000328	Rancho Cordova, CA
Fencing	PISOR Fence	316128 1000003166	Citrus Heights, CA
Landscaping			
Resinous Flooring	Specialty Flooring	933651 1000380827	Fontana, CA

END OF SECTION

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, Broward Builders, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto County of Mendocino, as Obligee, in the sum of Ten Percent (10%) of the Total Amount of the Bid Dollars (--10%--) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Mendocino County SB844 Jail Project ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 23rd day of August, 2023.

Broward Builders, Inc.
(Principal)

By: Randy Cantrell
Randy Cantrell, V.P.

Travelers Casualty and Surety Company of America

By: _____
Dona Lisa Buschmann, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On August 23, 2023 before me, K. Hanley, Notary Public
(insert name and title of the officer)

personally appeared Dona Lisa Buschmann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K Hanley (Seal)

K. HANLEY
Notary Public - California
Placer County
Commission # 2384942
My Comm. Expires Nov 30, 2025

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dona Lisa Buschmann** of **ROSEVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **August**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 007200 – GENERAL CONDITIONS

ARTICLE 1

DEFINITIONS AND PRINCIPLES OF INTERPRETATION

Whenever the following terms, titles, or phrases are used in the Contract Documents, the intent and meaning thereof shall be as defined in this Article.

Section 1.01. ACCEPTANCE OF THE WORK.

Written acknowledgment by Contract Administrator or their designee, that the Work has achieved Final Completion, as evidenced by a signed Notice of Completion.

Section 1.02. ADDENDUM/ADDENDA.

"Addendum" or "Addenda" are written documents furnished by the County before bid opening, interpreting Drawings and/or Specifications or answering questions of intended bidders and shall be incorporated in and are a part of the Contract Documents.

Section 1.03. ARCHITECT.

The "Architect" is Nacht & Lewis Architects, the firm engaged as an independent contractor by the County to design the Project, and all sub-consultants or joint ventures of the Architect. The authority of the Architect to bind the County is limited to that authority specified in the Contract Documents, and no additional authority has been granted nor shall be inferred.

The Architect advises the Contract Administrator in all aspects of the construction phase of the Project. The Architect's functions include advice and assistance to the Contract Administrator in the correct interpretation and application of the Contract Documents. However, the Contract Administrator or their designate is the County's representative on the Project, not the Architect. The Architect is not authorized independently to issue Addenda, Clarifications, ASIs, Field Directives, Potential Change Orders, or Change Orders, or in any other way to bind the County in discussions with the Contractor.

The Contractor shall deliver all correspondence relating to the proper execution of the Work to the Construction Manager who will then distribute to the appropriate parties. The Contract Administrator reserves the right to consult with the Architect and Construction Manager prior to approving the response to the Contractor's correspondence.

When discussions between the Contractor and the Contract Administrator and/or Construction Manager occur either on the Site or elsewhere, but the Architect and/or Construction Manager are not present, the Contract Administrator reserves the right to consult with the Architect and/or Construction Manager prior to issuing their final decision or instruction.

Section 1.04. ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASIs).

An "Architects Supplemental Instruction" is a written order directing the Contractor to conduct minor changes in Work involving neither extra cost nor extra time and being consistent with the scope and functioning of the project.

Section 1.05. AWARD OF THE CONTRACT; DATE.

The "Award of the Contract" is the action by the Board of Supervisors to authorize the County to execute the Construction Agreement with the lowest responsible, responsive bidder, and constitutes the County's acceptance of the Bid offer.

The date of the Award of the Contract is the date the Chair of the Board of Supervisors signs the Construction Agreement on behalf of the County.

The Award of the Contract is contingent upon receiving State approval in compliance with the Project's funding sources.

Section 1.06. BID.

The "Bid" shall mean the proposal by the bidder to do the Work, when submitted on the prescribed bid form, duly executed and bonded. After Award of the Construction Agreement by the County to the lowest responsible, responsive bidder, "Bid" shall mean the Contract Price.

Section 1.07. BOARD OF SUPERVISORS.

"Board of Supervisors" shall mean the duly elected officials constituting the Mendocino County Board of Supervisors.

Section 1.08. CERTIFICATION.

When used in the context of required submittals regarding quality assurance, "Certification" shall be the verification required from recognized producers or associations attesting to a product's compliance with the Contract Documents. Examples include Underwriters Laboratory ("UL") listings.

Section 1.09. CHANGE ORDER.

A "Change Order" is a written order from the County to the Contractor authorizing an addition, deletion, or revision in the Scope of the Work, and/or an adjustment in the Contract Price or Contract Time, issued after the date of the Award of the Contract.

Section 1.10. CLAIMS.

A "claim" is a demand or assertion by the Contractor seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract relative to changes to the Work. Claims must be made by written notice and shall include a demand for the County's decision. The responsibility to substantiate claims and to resolve the claims of subcontractors of whatever tier shall rest with the Contractor.

Section 1.11. CLARIFICATIONS.

"Clarifications" are supplementary explanations, interpretations, instructions, and/or drawings issued by the Contract Administrator or their designate to further define the intent of the Contract Documents, pursuant to Article 4 of the General Conditions and procedures developed by the Contract Administrator pursuant thereto. Clarifications involve no change in the Contract Price, Contract Time or the scope of the Contract Documents.

Section 1.12. CONSTRUCTION AGREEMENT.

The "Construction Agreement" is the written contract between the County and the Contractor by which the Contractor agrees to perform the Work necessary for full completion of the Project as intended, or the portions of the Project incorporated into the Contract. The Construction Agreement is labeled as Section 00 50 00.

Section 1.13. CONSTRUCTION MANAGER.

The “Construction Manager” is the professional firm hired by the County to represent the interests of the County with respect to the execution of Construction Agreement. For this agreement the Construction Manager is Vanir Construction Management Inc.

Section 1.14. CONTRACT ADMINISTRATOR.

The “Contract Administrator” is the Chief Executive Officer of the County of Mendocino, or designee, and represents the County in all aspects of the implementation of the Construction Agreement. The Contract Administrator shall monitor the performance of the Construction Agreement, perform all County or “owner” duties required by the Contract Documents, and supervise the Construction Manager and other consultants. The Contract Administrator is authorized to delegate certain functions to members of their staff, the Architect, or the Construction Manager. In addition to procedures specified in Division 1, the Contract Administrator is authorized to develop forms consistent with the Contract Documents to implement the requirements thereof. The Contractor shall utilize the forms provided.

Section 1.15. CONTRACT DOCUMENTS.

The "Contract Documents" are the documents listed in Article 1 of the Construction Agreement.

Section 1.16. CONTRACT DRAWINGS.

The "Contract Drawings" or "Drawings" shall mean the working drawings of the Work approved by the Board of Supervisors for the receipt of bids or supplemental drawings approved by the County as Addenda or Clarifications, or reproductions thereof, which show the location, character, dimensions, and general and specific details implied as the Work to be done, and which are part of the Construction Agreement. Once approved and issued by the County, all supplemental drawings shall become part of the Contract Drawings.

Section 1.17. CONTRACT PRICE.

The "Contract Price" is the total consideration for which the Contractor agrees to perform the Work to produce a fully complete Project as intended by, and in accordance with, the Contract Documents. Unless modified by a duly issued Change Order, the Contract Price is the

Contractor's Bid.

Section 1.18. CONTRACT TIME.

The "Contract Time" is the time specified in paragraph 3.2 of the Construction Agreement.

Section 1.19. CONTRACTOR; PRIME CONTRACTOR.

"Contractor" and "Prime Contractor" shall mean the person or persons, co-partnership or corporation or other entity, or its or their legal representatives, or successors, assigns, executors, or heirs, who have entered into the Construction Agreement with the County.

Section 1.20. COUNTY.

"County" shall mean the County of Mendocino, State of California, a political subdivision of the State of California and its elected and appointed officials, officers, agents, employees and volunteers. County may also be referenced as "Owner" in the Construction Agreement and these documents.

Section 1.21. NOT USED.

Section 1.22. DAY (CALENDAR / WORKING / HOLIDAY); COMPUTING DAYS.

A "day" shall mean a calendar day of 24 hours, including each and every day of the year. The Construction Agreement is based on calendar days.

A "working day" means a Monday through Friday but shall exclude "holidays". Holidays shall be in accordance with the County holiday schedule as follows:

New Year's Day	January 1st
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

If any of the above holidays falls on a Sunday, the holiday will be observed the following Monday, and if any falls on a Saturday, it will be observed the preceding Friday. If December 24 falls on a weekend, it will be observed the preceding Friday. If December 25 falls on a weekend, it will be observed the following Monday.

Unless specified as being working days, all references herein to the number of days within which

an action is to occur shall mean calendar days.

Section 1.23. DIVISION 01 (also Division 1).

"Division 01" of the Technical Specifications sets forth general procedures by which the Contractor complies with the requirements of the Contract Documents.

Section 1.24. FIELD DIRECTIVES.

Means a written order to a Contractor executed/authorized by the Owner through their Construction Manager in accordance with the contract authorizing and directing an addition to, deletion from, or adjustment or revision to the requirements of the Contract Documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof. 'Field Directives' may only be utilized in distinct and exceptional situations when, due to circumstances beyond the Owner's control, a proposed Change Order is in dispute or the contemplated time of completion for the normal Change Order process could adversely affect the project. Prior to commencement of Work, the Owner shall set forth on the appropriate form "not-to-exceed" time and material costs for the contemplated expenditure.

Pursuant to Section 17.03 hereof, Field Directives may be cumulated into periodic Change Orders to adjust the Contract Price and/or Time, upon verification by the Contractor of the actual cost and delay, if any, caused by the Field Directive.

Section 1.25. FINAL COMPLETION.

Final Completion will be achieved when the entire Work is completed in accordance with all Contract requirements and has achieved all technical and performance obligations as determined by the Architect and the Contract Administrator. Requirements for Final Completion include, but are not limited to:

1. All systems having been tested and accepted as having met the requirements of the Contract Documents.
2. All required instructions and training sessions having been given to the County and Correctional staff by the Contractor.
3. All as-built drawings, operations and maintenance manuals, guarantees and warranties have been submitted by the Contractor and reviewed and accepted by the County.
4. All punch list work has been completed by the Contractor.
5. All Work has been completed to the satisfaction of the County, except for any maintenance work identified in the Contract Documents as occurring after Acceptance of the Work.

Section 1.26. MATERIALS AND EQUIPMENT.

"Materials" shall include all building materials, articles, supplies, and equipment delivered to the Site for incorporation in the Work. "Materials" includes everything incorporated into the Work except personal services and labor, unless otherwise noted.

"Equipment" shall mean all pre-manufactured or partially pre-assembled products or components, assembled or partially assembled before delivery to the Site, and intended for incorporation into the Work, as well as all vehicle type machinery and tools necessary to

complete Work.

Section 1.27. NOTICE OF INTENT TO AWARD.

"Notice of Intent to Award" is the written notification from the County to the lowest responsible bidder notifying said bidder that County staff will be recommending award of the Contract to the bidder. The Board of Supervisors is the decision-making body for the County and has the sole authority to bind the County with regard to this Contract.

Section 1.28. NOTICE OF CESSATION OF WORK.

A "Notice of Cessation of Work" is a notice containing the information required by Civil Code section 9202, recorded in the County Recorder's Office, indicating that there has been a continuous cessation of labor on the Work of the Construction Agreement for at least thirty (30) days prior to recordation of the Notice. The Notice shall specify the date on or about when the cessation of labor commenced.

Section 1.29. NOTICE OF COMPLETION.

A "Notice of Completion" is a notice containing the information required by Civil Code section 9204, recorded in the County Recorder's Office, indicating that the Work of the Construction Agreement has been accepted by the County.

Section 1.30. NOTICE TO PROCEED.

The Notice to Proceed is the written direction to the Contractor to begin construction on the date specified as the first working day for the Project.

Section 1.31. PAYMENT: FINAL.

The "Final Payment" shall be the last Progress Payment made to the Contractor and shall not be considered to be the payment of any or all of the 5% retention.

Section 1.32. PLANS.

The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedule, diagrams, plan notes and legends.

Section 1.33. POTENTIAL CHANGE ORDER.

A Potential 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 potential change to the Work.

Section 1.34. PROJECT.

The "Project" is the total construction, of which the Work performed under the Construction Agreement is the whole unless the Contract Documents specifically note to the contrary. Unless so noted, the terms "Project" and "Work" are synonymous.

Section 1.35. PROJECT MANAGER

The "Project Manager" is the Assistant Facilities Manager or other designee appointed by the

Contract Administrator to manage the Contractor's compliance with the Construction Agreement. The Project Manager reports to the Contract Administrator.

Section 1.36. PROJECT MANUAL.

Project Manual Includes Division 00 – General Conditions, Division 01 – General Requirements, and Divisions 2 through 49 – Technical Specifications including appendices. The Project Manual does not include the project drawings.

Section 1.37. PROPOSAL REQUEST.

A request initiated by the Construction Manager to the Contractor for cost and time information related to a proposed change in the construction contract. Also referred to as Request for Proposal (RFP). Contractor is directed to 01 26 63 for further information on Proposal Requests.

Section 1.38. REFERENCE TO CODES.

Unless otherwise noted, all references to statutes are to the law of the State of California as codified in the various specified codes, or to Mendocino County ordinances as they apply.

Section 1.39. REQUEST FOR INFORMATION (RFI).

Used for requesting clarifications and interpretations of Contract Documents due to apparent inconsistencies, errors or omissions in Contract Documents, and due to unanticipated existing conditions. Refer to Section 01 26 13 for specific details for submitting and processing RFIs.

Section 1.40. SITE.

"Site" is the area designated in the Contract Documents within which the Project is to be constructed.

"Site" for this purpose includes the area where Work on utility systems for the Project is to be performed by the Contractor under the Construction Agreement, even though such areas may be designated as "off-site" on the Contract Drawings.

Section 1.41. SPECIFICATIONS.

"Specifications" shall mean the Technical Specifications portions of the Project Manual consisting of the Division 1 requirements and subsequent Divisions regarding qualities of materials and/or methods of workmanship to be furnished under the Contract. Specifications are organized into divisions, sections, and articles to enable grouping of the various portions of the Work into logical format, but this organization does not in any way restrict the Contractor in dividing the Work among subcontractors, or in establishing the extent of the Work to be performed by any trade.

Section 1.42. SUBCONTRACTOR.

Unless other specified, "subcontractor" refers to all contractors doing any work on the Project, including first, second, and subsequent tier contractors, excluding only the Prime Contractor.

Section 1.43. SUBMITTALS.

As used in Articles 5 and Section 01 33 00, "submittals" shall mean shop drawings, product data, and samples, as defined below:

A. Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work, and/or the method of installation of Materials.

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

C. Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Refer to Section 01 33 00 for additional details.

As used elsewhere herein, "submittals" is a general term including all information, certifications, data or samples required to be delivered by the Contractor to the County.

Section 1.44. SUBSTANTIAL COMPLETION.

“Substantial Completion” means the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so the County can occupy or utilize the Work for its intended and beneficial use. Substantial Completion does not mean Final Completion of the Work or Acceptance of the Work.

Section 1.45. SUPPLEMENTARY CONDITIONS.

The "Supplementary Conditions" are specific clauses in the Project Manual setting forth conditions or requirements peculiar to the Work, and supplementary to the General Conditions.

Section 1.46. TESTING OR LABORATORY AGENCY.

The designated Testing Agency and or Laboratory authorized by the County to conduct special inspections and test materials and work involved in the Contract. Testing Agency will provide services as indicated in the technical specifications according to the most recent construction materials and performance standards of the following organizations.

A.W.S. American Welding Society
A.S.T.M. American Society for Testing Materials
A.S.A. American Standard Association
N.B.F.U. National Board of Fire Underwriters
N.B.S. National Bureau of Standards
A.S.M.E. American Society of Mechanical Engineers
A.R.I. American Refrigeration Institute
N.E.M.A. National Electrical Manufacturers Association
U.L. Underwriter's Laboratories
E.T.L. Electrical Testing Laboratories
A.C.I. American Concrete Institute

F.A. Federal Specifications
A.I.S.C. American Institute of Steel Construction

Section 1.47. WORK.

The "Work" is the construction required by the Contract Documents to perform the Construction Agreement fully and completely, and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

Unless specifically noted in the Contract Documents as not included in the Construction Agreement, "work" includes all construction necessary to fully complete the Project as intended, including all bid additive alternates selected by the County for inclusion in the Work.

Unless otherwise noted, the terms "Work" and "Project" are synonymous.

Section 1.48. WORK AUTHORIZATIONS.

Written orders to the Contractor, which authorizes the Contractor to proceed with the Work noted therein. Pursuant to Article 17 of the General Conditions, Work Authorizations may be cumulated into periodic Change Orders to adjust the Contract Price and/or Time, upon verification by the Contractor of the actual cost and delay, if any, caused by the Work Authorization.

ARTICLE 2

BONDS; INDEMNIFICATION; INSURANCE

Section 2.01. BONDS; SUBMITTALS.

Provision of the bonds required by Sections 2.02 and 2.03, and the insurance certificate required by Section 2.07 is a condition precedent to the Contractor's rights on the Construction Agreement and a material covenant thereof.

A. If at any time a surety on such bonds becomes irresponsible or loses its right to do business in the State of California, the County may require another surety, which the Contractor shall furnish within 10 calendar days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate surety must be provided in the form of a certificate as to their power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. The form of the bonds shall be subject to approval by the County.

Section 2.02. PERFORMANCE BOND.

The Contractor shall submit a faithful performance bond on the form provided in Section 00 61 13, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to the County, conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. The amount of said bond shall be in a sum no less than One-Hundred Percent (100%) of the total Contract Price. The performance bond shall name the Board of State and Community Corrections as an additional beneficiary under the bonds.

Section 2.03. LABOR AND MATERIALS PAYMENT BOND.

The Contractor shall submit a bond on the form provided in Section 00 61 13, duly executed by a responsible corporate surety authorized to the business in the State of California and acceptable to the County, which in all respects complies with Civil Code Sections 9550-9566, inclusive. This bond, hereinafter referred to as a "Payment Bond", shall be in a sum no less than One-Hundred Percent (100%) of the total Contract Price. The labor and materials payment bond shall name the Board of State and Community Corrections as an additional beneficiary under the bonds.

Section 2.04. NOT USED.

Section 2.05. INDEMNIFICATION.

The Contractor shall defend, indemnify, protect and hold the County, the Board of State and Community Corrections, the Construction Manager, the Architect, and their officers and employees, harmless from and against all claims or judgments asserted, or liability established for damages or injuries to any person or property, which arise from, are connected with, or are caused or claimed to be caused by the negligent acts or omissions or willful misconduct of the Contractor, its subcontractors, officers and employees. The obligation to indemnify shall be effective even if the County, the Board of State and Community Corrections, the Construction Manager, the Architect, or their officers or employees established passive negligence contributes to the loss or claim. The Contractor's duty to indemnify and hold harmless shall not include any

claims or liability arising from the established active or sole negligence, or willful misconduct of the County, the Board of State and Community Corrections, the Construction Manager, the Architect, or their officers or employees.

With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the County, the Board of State and Community Corrections, the Construction Manager, the Architect or their elected or appointed officers, agents, employees or volunteers.

Section 2.06. NOT USED.

Section 2.07. INSURANCE; SUBMITTALS.

The Contractor shall procure and maintain, at its sole cost and expense, all insurance specified by Section 2.08 and shall require all subcontractors to maintain insurance as specified in Section 2.09. Continued maintenance of such insurance is a material covenant of the Construction Agreement.

Prior to execution of the Construction Agreement by the County, the Contractor shall submit certificates of insurance, signed by an authorized agent of the insurer, attesting to insurance coverage of the Contractor as required by this Article (liability and workers' compensation).

With the initial submittals required by Section 01 33 00, the Contractor shall submit such Certificates of Insurance attesting to coverage of all subcontractors as required by this Article, including lower-tier subcontractors (liability and workers' compensation).

The Contractor shall submit the insurance policies referenced in any such Certificate at the earliest time, before or after issuance of the Notice to Proceed. Issuance of the Notice to Proceed shall not constitute a waiver of the County's right strictly to enforce the requirements of this Article.

The Contractor shall submit photocopies of its insurance and/or subcontractors' insurance policies when requested by the Contract Administrator.

Section 2.08. CONTRACTOR'S LIABILITY INSURANCE.

The Contractor shall procure and maintain, for the duration of the Contract and for the period of twelve months after final acceptance of Contractor's work by the Mendocino County Board of Supervisors, insurance coverage as specified in the terms below.

Maintenance of proper insurance coverages as described herein is a material element of this Contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by County as a material breach of this Contract. The Contractor acknowledges that the insurance coverage and policy limits set forth in this Contract constitute the minimum amount of coverage required. Any insurance proceeds available to County in excess of the limits and coverage required in this Contract and which is applicable to a given loss, will be available to County.

A. Workers' Compensation insurance. To the extent required by law during the term of this Agreement, Contractor shall provide workers' compensation insurance for the performance of any of Contractor's duties under this Contract, including but not limited to, coverage for workers' compensation and employer's liability and a **waiver of subrogation**

against County and the Construction Manager, and shall provide County with certification of all such coverages upon request by County's Risk Manager.

B. Liability insurance. Contractor shall obtain and maintain in full force and effect during the term of this Contract the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than FIVE MILLION DOLLARS ($5,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Contract. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the occurrence limit.

2. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the occurrence limit.

C. Certificates. All insurance coverages shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Contractor with the Contract Administrator prior to commencement of performance of any of Contractor's duties; shall reference this Contract by its County number or title and department; shall be kept current during the term of this Contract; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

D. Additional Insureds. For the commercial general liability insurance coverage and the comprehensive automobile liability insurance coverage Contractor shall also file with the Contract Administrator the evidence of coverage and endorsement from the insurance provider naming County, the Board of State and Community Corrections, the Construction Manager, Architect, their respective officers employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Contract then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Contractor under this Contract, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent including (if used together) CG 2010 10 01 and CG 2037 10

01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of County's Risk Manager, Contractor shall provide or arrange for the insured to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

E. Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be approved by, County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Contract and the risks of liability associated with the activities required of Contractor by this Contract. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, the Board of State and Community Corrections, the Construction Manager, and their respective officers, employees, agents and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Section 2.09. SUBCONTRACTORS' INSURANCE.

A. **Insurance**. The Contractor shall not allow any subcontractor as defined in Section 1.42 (which includes all lower-tier subcontractors) to commence or perform work on its subcontract until such subcontractor has provided the insurance specified herein below and the Contractor has verified compliance.

1. **Major First-Tier Subcontractors**.

(a) All first-tier subcontractors (those with a contract with Contractor whose contract sum exceeds the total of $200,000) shall procure and maintain during the life of the subcontract workers' compensation insurance and bodily and personal injury liability and property damage insurance, of the type specified herein for the Contractor's insurance, in an amount no less than ONE-MILLION DOLLARS ($1,000,000.00) single limit coverage applying to bodily and personal injury liability and property damage, or any combination thereof, and including all endorsements required for the Contractor's insurance by Section 2.08. County does reserve the right to modify these requirements, including coverage limits, based on the nature of the risk (i.e. for work requiring the use of high risk equipment the coverage requirement will increase to FIVE-MILLON DOLLARS ($5,000,000).

2. **Other Subcontractors.**

(a) All other subcontractors including but not limited to lower-tier subcontractors (those whose only contract is with subcontractors) shall provide their own primary insurance in an amount no less than One-hundred-twenty-five percent (125%) of the total contract price for the Work to be performed by such subcontractors.

It shall be the responsibility of the Contractor to certify that all subcontractors (including lowertier subcontractors) comply with this provision and to enforce their continued compliance throughout the progress of the Work, and documents demonstrating initial compliance shall be provided to the County pursuant to the terms of Section 01 33 00. Thereafter, the Contractor shall submit a

certification to the required subcontractor's insurance when requested by the Contract Administrator.

Section 2.10. NOT USED.

Section 2.11. NOT USED.

Section 2.12. NOT USED.

Section 2.13. POSTING AT SITE.

The Contractor shall post, and cause all subcontractors to post, in a conspicuous place on the Project Site, a statement as required by Labor Code Section 3550, stating the name of the employer's compensation insurance carrier or that the employer is self-insured, and who is responsible for claims adjustment.

Section 2.14. EFFECTIVE DATE OF POLICIES.

The insurance required by this Article shall be in full force and effect at all times during prosecution of the Work and until the final completion and acceptance thereof by County, and the Contractor shall provide, by certified mail, return receipt requested, prior written notice to the County before any policy is assigned, cancelled or reduced in coverage.

Section 2.15. BUILDERS RISK INSURANCE.

The Contractor shall provide builders' risk and fire insurance, which will name the Contractor, their subcontractors, and their subcontractors as additional named insured. The amount thereof shall be no less than the Contract Price.

ARTICLE 3

ASSIGNMENT OF CONTRACT, SCHEDULE, INITIAL SUBMITTALS AND TIME OF WORK

Section 3.01. ASSIGNMENT OF CONTRACT.

A. Mutual Consent: Neither party to the Contract shall assign the Contract without the written consent of the other party, nor shall the Contractor assign any moneys due for to become due to them without the written consent of the County.

B. Assignment Under Anti-Trust Claims: In accordance with Section 4552 of the California Government Code, Contractor and subcontractors shall conform to the following requirements:

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

Section 3.02. WAIVER OF COMMON PRACTICE.

The Contractor shall waive "common practice" and "common usage" as construction criteria wherever the Contract Documents details or where the Drawings, Specifications, governing codes, or ordinances require greater quantity or better quality than common practice or common usage would require.

Section 3.03. EXCESSIVE COSTS.

A. Failure to comply with Contract: If Contractor fails to comply with any Contract requirements, including any required coordination with other contractors or governmental agencies, and that failure results in additional costs to County, then Contractor shall be liable for such additional costs.

B. Construction Methods: If Contractor's construction methods and techniques result in additional costs to County, after notice, such Contractor shall be responsible for cost attributable to its methods and techniques.

Section 3.04. SCHEDULE OF VALUES.

Schedule of Values (SOV). Within twenty one (21) days of the date of the Notice to Proceed and simultaneously with the Contract Schedule, the Contractor shall submit a SOV for County review and approval. The SOV shall show a breakdown of the Contract Price with reference to the parts or classes or trade division or work shown on the Contract Schedule, and with reference to the CSI Divisions in the Technical Specifications. The SOV will subdivide the Work into all items comprising the Work, such that the County can accurately assess the percentage completion of

the project. The Contractor shall not "front-load" the SOV.

The SOV shall include products and materials allocated to each Additive Alternate selected by the County as specified in the Contract Documents.

The SOV shall utilize an AIA Document G702 cover sheet and comply with requirements provided in Division 01.

When requested by the Construction Manager, or when the Contractor requests a Contract Price adjustment, the Contractor shall submit a revised SOV incorporating the approved Price adjustment(s) as separate and detailed Change Orders.

Section 3.05. INITIAL SUBMITTALS – REFER TO SECTION 01 33 00

Section 3.06. ACCETPANCE OF INITIAL SUBMITTALS – REFER TO SECTION 01 33 00

Section 3.07. COMMENCEMENT AND PROSECUTION OF WORK.

The Contractor shall not commence nor allow any subcontractor to commence work before receiving a Notice to Proceed from the County, specifying the day work is to commence. The Contractor shall commence work on such day, and shall prosecute the Work diligently to completion thereafter, at a rate, which meets or exceeds the approved Contract Schedule.

Section 3.08. TIME OF ESSENCE.

Time is of the essence for this Construction Agreement. It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work shall progress at such time and in or on such part or parts of the Work as may be required to complete the Work as set forth in the Contract Documents.

Section 3.09. INITIAL CONTRACT SCHEDULE.

The Contractor shall provide the Construction Manager with a current detailed initial construction schedule within twenty one (21) calendar days after the first working day identified in the Notice to Proceed, demonstrating the Project will achieve Substantial Completion within the Contract Time as required in Section 013216. The project schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the critical path. The anticipated time for submittals, shop drawings, and material purchases with long lead times shall also be included in the CPM in order to identify the submittal review process timeline and schedule restrictions on design review as well as insure that materials are ordered timely.

Section 3.10. DATE OF FINAL COMPLETION.

The Contractor shall make the whole Work fully complete and satisfactory within thirty (30) days after the date of Substantial Completion specified in Article 3 of the Construction Agreement, plus any contract time extensions approved by Change Order. The date of Final Completion shall be specified in the Notice of Completion pursuant to Section 25.04.

Section 3.11. EXTENSION OF TIME; UNAVOIDABLE DELAYS.

The Contractor shall not be granted an extension in Contract Time except on the issuance of a Change Order, upon a finding that the delay in completion was unavoidable.

Delays in prosecution of parts or classes of the Work, failure to order products or materials in a timely manner, refusal to provide a recovery schedule, etc. which are not demonstrated to prevent or delay completion of the entire Project within the Contract Time are not "unavoidable delays" for purposes of this section.

In all cases, the time authorized for extension of the Contract Time shall be no greater than the number of days directly attributable to the unavoidable delay which caused delay in the completion of the Project. "Unavoidable delay" for this purpose shall be defined as follows:

A. Unavailable Materials. That materials or articles called for in the Contract Documents are not obtainable within the time required for timely completion; provided that such materials or articles were listed by the Contractor in the schedule required by Section 01 33 00; that the Contractor demonstrates that the unavailability of the materials is in fact the cause for the delay, and could not have been cured by adjusting the Contract Schedule; and that the unavailability of such materials is due to circumstances beyond the Contractor's control. If good cause for a delay is demonstrated pursuant to this subsection, the County, at its sole discretion, may grant a time extension or apply Section 17.08 hereof.

B. Force Majeure. In the event the Work is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects the area in which the Project is located and the Contractor’s labor or supply chain, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party is entitled to compensation from the other for force majeure events, and the Contractor shall not be assessed with liquidated damages nor the cost of County’s services and inspections during any delay in the completion of work caused by a force majeure event.

C. Unseasonable Weather. An extension of time may be granted due to weather which is unsuitable for the Work currently in progress, upon the findings that the weather conditions in fact caused the delay in completion of the Project and that such weather conditions were not, and could not in the exercise of reasonable diligence, have been foreseen by the Contractor. The Contractor can assume for planning purposes that Ukiah experiences on average approximately 57 rain days per year, understanding that this can significantly vary less than or more than during any given year. Unseasonable Weather means weather conditions where the Contractor cannot reasonably perform the Work on critical path activities in a safe manner. Refer to Section 01 32 16 for more information.

D. Time Extension Due to Change Orders or Field Directive. A time extension may be granted due to a delay in the Project caused by the approval by the County of a Change Order or Field Directive pursuant to Section 01 26 63 and Article 17. A time extension may only be memorialized by a Change Order. The Contractor shall be entitled to a time extension Change Order only when the extra work is demonstrated by the Contractor to

have caused a delay in the critical path of the Project.

E. Delay Due to Rejected Submittals. In the event the Architect rejects a submittal, the Contractor shall not be entitled to any Contract Time extension on account of delay associated with re-submittal.

The procedure for submittals shall be as specified in Articles 5 and Section 01 60 00 (Substitutions) and the Technical Specifications. The Architect shall approve or reject submittals within twenty-one (21) days of the Contractor's delivery of the submittal, unless a different time is specified in the Technical Specifications for the particular submittal in question.

F. County Caused Delays. In the event that the Project is delayed by acts of the County which the Contractor demonstrates will or have caused an unavoidable delay, the Contractor shall be entitled to a Contract Time and/or Contract Price Change Order to offset the extra time and/or costs incurred by the Contractor. Such extra costs shall be limited to those "actual costs" as defined in Section 01 26 63 directly caused by the delay, and incurred on this Project only. Overhead and profit shall be limited to that specified in Section 01 26 63. Extra costs shall not include indirect costs nor loss of profits or increased costs on other work. Extra time shall be limited to that directly caused by the delay.

The Contractor specifically agrees that a time extension and cost adjustment as provided herein is its sole remedy for County-caused delays, and agrees to make no claim or demand for additional damages, nor claim an acceleration of the time for performance.

The Contractor shall not be entitled to any Contract Time extension nor Contract Price adjustment for alleged County delays if the County has acted within the time limits specified by the Contract Documents.

Section 3.12. NOTICE OF DELAYS; SUBMITTALS.

Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as grounds for an time extension, the Contractor shall promptly notify the Contract Administrator in writing of the delay. Such notification shall specify with detail the cause asserted by the Contractor to constitute grounds for an extension. Failure of the Contractor to submit such a notice within five (5) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any request for a time extension, and no extension shall be granted as a consequence of such delay.

With its request for time extension, the Contractor shall submit evidence to demonstrate that the delay in prosecution in the work will result in an unavoidable delay to substantial completion of the Project. Such evidence shall include a demonstration that the delayed portion of the Work will affect the critical path scheduling of the entire Project. The Contractor shall also submit a proposed revised Project Schedule, which accounts for the delay in completion of the entire Project caused by the delay in prosecution of part of the Project, and includes a revised critical path demonstrating how the Project will be completed within the proposed revised Contract Time.

Section 3.13. INVESTIGATION; PROCEDURE.

Upon receipt of a request for a Contract Time extension, the Contract Administrator shall conduct an investigation of the facts asserted by the Contractor to constitute grounds for an extension. The results of this investigation shall be reported by the Contract Administrator to the Contractor and the Contract Administrator shall indicate whether a time extension is warranted, and if so, the length of the time extension.

If the Contract Administrator disallows the request, there shall be no allowance made for the time during which the request was pending, and the Contractor shall remain obligated to complete the Work in the time specified.

If the Contract Administrator approves the time extension change order, a new Contract Schedule shall be submitted by the Contractor and if approved by the County shall be deemed to amend the original Contract Schedule approved by the County pursuant to Section 3.09; thereafter, the amended Contract Schedule shall have the same force and effect as the originally approved Contract Schedule.

If the Contractor disagrees that the determination of the Contract Administrator as to whether grounds for an extension exist, or the duration of the extension, the Contractor may submit the matter to dispute resolution under Article 28.

Section 3.14. DISCRETIONARY TIME EXTENSION FOR BEST INTEREST OF COUNTY.

The County reserves the right to extend the Contract Time for completion of the Work if the Contract Administrator determines that such extension is in the best interest of the County. If the County decides to extend the time limit for the completion of the Contract, the County shall further have the right to charge the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost to the County, including but not limited to testing and special inspections, superintendence, inspector of record, architectural and construction management fees and other overhead expenses directly chargeable to the Contract, and which accrue during the period of such extension. The cost of final inspections shall not be included in such charges.

Section 3.15. LIMITATIONS ON HOURS OF WORK.

Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty $25.00 for each worker employed in the execution of the Contract by the Contractor for each calendar day which such worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, and in particular Sections 1810 and 1816. Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 & 1/2) times the basic rate of pay, as provided in Section 1815.

Section 3.16. EXTENSION OF TIME NOT A WAIVER.

Any extension of the Contract Time granted pursuant to this Article shall not constitute a waiver by the County, nor a release of the Contractor, from their obligations to perform the Work in the Contract Time as extended.

Granting of a time extension due to one circumstance on one request therefor shall not constitute a granting by the County of an extension of time for any other circumstance or the same circumstance occurring at some other time, and shall not be interpreted as a precedent for any other request for extension.

Section 3.17. SUSPENSIONS EXCEEDING ONE YEAR.

Should the Work be suspended for a period exceeding one (1) calendar year due to force majeure in section 3.11(B), the Contractor and the County may agree to enter into an agreement terminating the Construction Agreement upon the following terms and conditions:

The County shall pay the Contractor the actual value of the completed Work, less progress payments made to date, less any deductions authorized by the Contract Documents, and plus any retention withheld from previously issued progress payments.

The actual value of the completed Work as of the date of the last progress payment shall not be more than the actual amount of progress payments made to date plus the amount withheld from such progress payments; provided, however, that this Section shall not preclude the County from deducting charges for work or materials which do not meet the requirements of the Contract Documents.

Such final payment shall be due only after any stop notices are resolved or the time to file stop notices has expired.

Section 3.18. EFFECT OF STOP WORK NOTICE.

If the County orders a suspension of the Work pursuant to Section 18.05, the days on which the suspension is in effect shall not be included in determining the required completion date, and shall not otherwise modify or extend the time within which the Contractor is to perform. In such event, the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay, and the suspension and/or delay shall not constitute an acceleration of the performance time.

If the Contract Administrator determines that the Work conforms in all respects to the Contract Documents and releases the Stop Work Notice, the Contractor shall recommence work and may thereafter request a time extension pursuant to Section 3.11-F hereof. Sections 3.11, 3.12, and 3.13 shall apply to such requests.

ARTICLE 4

SCOPE AND INTENT OF CONTRACT DOCUMENTS; CLARIFICATIONS; REQUESTS FOR INFORMATION

SECTION 4.01. BASIC INTENT AND SCOPE OF CONTRACT DOCUMENTS.

The basic intent of the Contract Documents is to describe the complete Project, including all materials, labor, equipment, and incidentals necessary for the proper execution and full completion of the work. The scope of the Construction Agreement shall include everything directly called for by the Contract Documents, and all work reasonably to be foreseen and/or inferred by competent contractors of the various required trades in order to completely perform the Work to produce the complete Project as intended. County shall be responsible for furnishing Contractor with an electronic copy of the Drawings, Specifications, and any Addenda that may have been issued.

The Construction Agreement does not recognize "substantial performance" as equivalent to "complete performance"; by entering the Agreement, the Contractor agrees, as a material covenant, to provide "complete performance" within the Contract Time, for the amount included in the Contractor's bid as the Contract Price, unless modified by Change Order. No extra compensation shall be allowed for any work or materials not directly appearing in the Contract Documents, but which a competent contractor should have foreseen and/or inferred would have been within the scope of the Construction Agreement for work of the type and in the area of the Project. Even though items of work are not separately mentioned in the Contract Documents, the Scope of the Agreement includes the furnishing and installation of all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for the sound, secure and fully complete performance of the work.

The Contract Price shall include all compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all work necessary fully to complete the Project as intended.

Section 4.02. HARMONIZATION OF CONTRACT DOCUMENTS.

The Contract Documents are one document and any work shown or mentioned therein shall be performed or furnished. The Contract Documents are intended to be coordinated to describe and provide for the complete Project. The Contractor admits and agrees that the Contract Documents exhibit the intent and purpose of the County in regard to the Work, and they further agree to furnish all labor or material for any detail that is necessary to carry out the intent and purpose of the Contract Documents without extra charge.

In the event of a conflict between the Contract Drawings and the Technical Specifications of the Project Manual, the Contract Drawings shall govern in matters of quantity and the Specifications shall govern in matters of quality. In the event of conflict within the Contract Drawings involving quantity or within the Specifications involving quality, the greater quantity and the higher quality shall be furnished. The misplacement, addition, or omission of any word, letter, or punctuation mark will not in any way change the intent or meaning of the Specifications. Any part of the work, or any article pertaining thereto which is not specifically set forth in these Specifications, but which is necessary for the proper completion of the work, is to be supplied and set in place at the Contractor's expense, the same as if it had been mentioned in these Specifications.

Scale drawings, full sized details, and technical specifications are intended to be coordinated and to agree fully. Unless specifically noted otherwise in the Technical Specifications, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely as specified in accepted submittals and the manufacturers' instructions and/or recommendations.

For convenience, the Specifications and Drawings in the Contract Documents are arranged in several sections, but such separation shall not be considered as the limits of the Work required by any separate trade. The terms and conditions of the Work to be performed by any subcontractor are strictly between the Contractor and such subcontractor.

Section 4.03. LOCATIONS.

The locations of equipment, wiring, piping, and similar materials and equipment are shown diagrammatically in the Contract Documents; actual Site conditions may not always permit their installation precisely in the location shown on the Contract Drawings. Contractor shall coordinate installation of equipment.

Section 4.04. REVIEW OF CONTRACT DOCUMENTS AND SITE / FIELD CONDITIONS.

Where investigations have been conducted by the County of existing conditions on the Site including subsurface conditions, such investigations are made for the purpose of design only and for the information of bidders. The results of such investigations represent only the statement by the County as to the circumstances and character of materials actually encountered by the County during the investigations. The County makes no guarantee or warranty, express or implied, that the conditions indicated are representative of conditions existing throughout the Site of the Project or any part of it, or that unanticipated conditions might not occur.

A. Reporting Errors in Contract Documents: The Contractor shall carefully study and compare the Contract Documents with each other prior to commencing the work and shall immediately report to the Construction Manager any errors, inconsistencies, or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice, the Contractor shall assume responsibility for such performance and shall bear all costs for correction. Any delays on the part of the County to resolve the issue shall not constitute a County caused delay as defined in Section 3.11-F of the General Conditions.

B. Reporting Errors in Field Conditions: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Any errors, inconsistencies, or omissions discovered shall be reported to the Construction Manager at once.

Section 4.05. PROJECT RECORD DOCUMENTS – REFER TO SECTION 01 78 39

Section 4.06. CONTRACTOR'S SUPERVISION AND COORDINATION OF THE WORK.

It is the Contractor's basic responsibility to execute and complete the Work necessary to

construct the Project as intended by the Contract Documents, whether the Work is being performed directly by the Contractor, or by subcontractors at any tier. The Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

The Contractor is responsible to supervise and coordinate all the work at all times. The Contractor shall exert its best efforts to resolve problems presented by subcontractors. The Contractor will employ and maintain on the work site a qualified supervisor and Superintendent who shall have been designated in writing by the Contractor as the Contractor's representatives at the site. The Superintendent shall have full authority to act on behalf of the Contractor and to accept all communications on behalf of the Contractor. The Superintendent shall be present on the site at all times to perform adequate supervision and coordination of the Work.

The Contractor and all subcontractors shall conform to and abide by any and all laws, ordinances, rules, and regulations from the County, city, sanitation district and all authorities having jurisdiction, as the same pertain to the work contemplated by said Drawings and Specifications.

The Contractor shall be responsible to the County for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

In all cases, the Contractor shall cooperate reasonably and in good faith with the Construction Manager to the end that unnecessary Clarification requests are avoided, and the Work flows smoothly to a fully completed Project for the Contract Price, within the Contract Time.

The Contractor shall thoroughly review and become familiar with the Contract Documents, and to identify conflicts, internal inconsistencies and/or ambiguities claimed by the Contractor to exist in the documents. By execution of the Construction Agreement, the Contractor represents that it is fully competent, skilled and experienced to secure the performance of all Work needed to complete the Project intended and will utilize fully such competence, skill, and experience in interpreting the Contract Documents to produce the results intended. Prior to requesting a Clarification, the Contractor shall exert its best efforts to resolve problems in the field.

The Construction Manager will not consider a request by Contractor for a Clarification on its own behalf or on behalf of a subcontractor unless the request details the Contractor's efforts to resolve the issue, the results thereof, and demonstrate that the Contractor's efforts comply herewith. In all such cases, the Construction Manager reserves the right to require the Contractor to make additional efforts to resolve the issue rather than issuing a Clarification.

The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the Inspector in the Inspector's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

Section 4.07. CLARIFICATIONS AUTHORIZED.

The Architect is authorized to furnish during the progress of the Work such Clarifications as the Architect deems are necessary to make clear and to define in greater detail the intent of

the Contract Documents. Such Clarifications shall be incorporated by reference into the Contract Documents, and all duly issued Clarifications shall become part of the Contract Documents upon delivery to the Contractor. The Contractor shall make their Work conform to all such Clarifications. In the event of conflict between the original Contract Documents and subsequently issued Clarifications, the Clarification most recently issued shall control.

If the Contractor contends that any Clarification requires Work beyond the Scope of the Agreement, the procedures in Section 4.10 below and Specification Section 01 26 63 Change Orders shall be followed.

Section 4.08. REQUESTS FOR INFORMATION.

Should the Contractor discover any conflicts or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents; or if it appears to the Contractor that the Work to be done or any matters relative thereto require additional detail or definition given the diagrammatic nature of the Contract Documents; and provided that the Contractor has exerted its best efforts to interpret the Contract Documents and resolve the issue as required by Section 4.06; then before proceeding with the Work affected, the Contractor shall notify the Construction Manager and request additional information.

The Contractor's Request for Information shall be submitted in accordance with the requirements of Section 01 26 13.

If the Contractor has proceeded with Work which was eligible for additional information, but regarding which the Contractor failed to request for additional information, the Contractor shall not be entitled to, nor shall they request, any adjustment to the Contract Price or Time, caused by or resulting from such Work. The Contractor proceeds with such Work at its own risk, and shall make good any resulting damage, defect or extra work produced by such work.

Section 4.09. CONSTRUCTION MANAGER'S INVESTIGATION AND RESPONSE TIME – REFER TO SECTION 01 26 13.

Section 4.10. DISPUTE AS TO SCOPE OF CONTRACT DOCUMENTS.

If the Contractor contends that any Work required by a Clarification is outside the Scope of the Contract Documents as specified in Section 4.01, the Contractor shall, within five (5) days of receipt of the Clarification, submit a written request for a Potential Change Order to the Construction Manager.

Such request shall specify all details of why the Contractor contends that the Work exceeds the Scope of the Contract Documents, and shall include an estimate by the Contractor of the cost to perform the Work in accordance with Section 01 26 63 and of the time to perform the Work.

Upon timely delivery of a request by the Contractor, the Construction Manager shall, within fourteen (14) days, consult with the Architect and Contract Administrator and request their response and provide that response to the Contractor's request.

Such response shall either confirm the original Clarification, as within the scope of the work, and order the Work to be performed with no extension of time or increase in contract amount, or approve the Contractor's request, in which case a Change Order will be issued, to adjust the Contract Price and/or Time equitably.

The Construction Manager will prepare the Change Order for the appropriate County approvals. For Change Orders that must be submitted to the Board of Supervisors, approval may take up to six weeks.

The Contractor acknowledges that the purpose of this Section is to provide the County advance notice of Contractor's contention that a Clarification is beyond the Scope of the Agreement, so that the County may reconsider the Clarification before the Work associated with the Clarification is incorporated in the Project and such reconsideration is futile. Therefore, the Contractor agrees that if it proceeds with such Work without providing such Notice or before the Contract Administrator's response, the Contractor does so at its own risk and cost. Extra costs and/or time caused by or resulting from such Work shall be at the Contractor's expense, and the Contractor shall make good any resulting damage, defect, or extra Work produced by such Work.

ARTICLE 5

SUBMITTALS

Section 5.01. REQUIRED SUBMITTALS; TIME.

No portion of the Work requiring submittals shall be commenced until the submittal has been accepted by the Architect. Should the Contractor proceed with any work requiring a submittal before acceptance thereof, the Contractor shall remove and replace any Work which is not in accordance with the Contract Documents, and shall bear the risk of loss due to resulting damage, defects, or added costs.

The Construction Manager will not forward any submittals for Architect review unless they are complete in all respects, legible, reproducible, and sufficiently dimensioned and detailed to demonstrate compliance with the Contract Documents.

The Architect may reject all or any portions of a submittal which fails to comply with the Contract Documents and the Contractor shall resubmit the entire submittal or the rejected portion, whichever is ordered by the Architect.

The Contractor shall not be entitled to a Contract Time or Price adjustment for delays occasioned by the failure of the Contractor's submittals to comply with the Contract Documents.

Approval of submittals does not relieve the Contractor from responsibility to meet all contractual requirements.

Section 5.02. TIME FOR SUBMITTALS.

All submittals shall be submitted by the Contractor at the time specified by Division 01, and the applicable portions of the Technical Specifications; provided, however, that in all events, Contractor shall submit all submittals so as not to cause a delay in the Work, including a reasonable time for review by the Construction Manager, County, and Architect. The time for review shall be per Section 01 33 00.

Section 5.03. CONTRACTOR'S RESPONSIBILITIES RE: SUBMITTALS.

The Contractor shall review and approve all submittals, including those originating with subcontractors and suppliers, before submitting them to the Construction Manager.

By making a submittal, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

It is the Contractor's responsibility to specifically point out any variation or discrepancy between submittals and the Contract Documents, or between a re-submittal and the notations on the original Submittal. The Contractor shall make specific mention of all such variations, along with an explanation of why they are requested, in their letter of transmittal.

Failure by the Contractor to identify in their letter of transmittal with the submittal any variation,

discrepancy, or conflict with the Contract Documents shall render acceptance of the submittal null and void, and the Contractor shall bear all risk of loss and reconstruction costs or delays.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's action on a submittal unless the Contractor has complied with this Section and the Contract Administrator expressly authorizes such deviation.

If any plumbing, mechanical, electrical, or structural modifications are required as a result of submittals which do not comply with the Contract Documents, such modification shall be made without extra cost to the County, and without extension of the Contract Time.

Section 5.04. NOT USED

Section 5.05. EFFECT OF SUBMITTALS.

The acceptance of submittals shall not relieve the Contractor of any obligation for quantities, accuracy of dimensions and details for property coordination, fitting and construction of the Work; for errors or omissions in the submittals; for conforming the Work to the requirements of the Contract Documents; or from responsibility to fulfill the Contract at no extra cost to the County, within the Contract Time.

The County and its Architect will review submittals for conformity with the Contract Documents, and acceptance thereof operates only with reference to such conformity. The County will attempt to discover errors, but the responsibility for accuracy and completeness of all submittals is the Contractor's.

After a submittal has been accepted, the Work shall proceed in accordance therewith.

The acceptance of samples provided with submittals shall be for the characteristics thereof, for the uses named in the action on the submittal, and for no other. Acceptance of samples shall not constitute a modification in any requirement of the Contract Documents unless expressly so noted, nor shall it relieve the Contractor of its obligation fully to perform the Construction Agreement. All material or work installed after acceptance of a sample shall be equal or better than the sample in all respects.

ARTICLE 6

MATERIALS: STORAGE; PAYMENT; CERTIFICATIONS

Section 6.01. QUALITY OF MATERIAL AND PRODUCTS – REFER TO SECTION 01 60 00.

Section 6.02. BETTER MATERIAL OR PROCESS.

In the event that Contractor furnishes a material, product, process or article better than that specified in the Contract Documents, the difference in cost of such material, product, process or article shall be borne by the Contractor, unless the County previously specifically authorized the use of such item and a Contract Price adjustment therefor.

Section 6.03. INDUSTRY STANDARDS.

Unless otherwise specified in the Technical Specifications and in addition to the provisions of Division 01:

A. Any material specified by reference to a number, symbol or title or a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with requirements in the latest revision thereof including any amendments or supplement thereto, in effect on the date of the Contractor's Bid, except as limited to type, class or grade, or modified in such reference.

B. The standard referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications. These standards are not specified in detail for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

1) Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office.

2) Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.

3) Where Commercial Standards or Product Standards are referred to as a measure of quality, standard and method of fabrication, they refer to Commercial Standards and Product Standards issued by the U.S. Department of Commerce.

4) Where industry standards numbers are used, they refer to the latest tentative specifications, standards specifications, standards method or standard methods of testing, issued for example by the American Society for Testing Materials, unless specifically noted.

Section 6.04. MATERIALS AND PRODUCTS STORAGE.

The Contractor shall confine the storage of all materials, products and equipment required in the performance of the Work to an area to be approved by the Construction Manager.

The County reserves the right, in the sole discretion of the Contract Administrator; to require materials to be stored off the Site in a bonded warehouse or other approved location.

The County has no obligation to provide a secure warehouse or other storage facilities; the Contractor takes the sole risk of loss or vandalism to any products or materials stored anywhere.

All materials and products shall be stored in accordance with their manufacturers' instructions, including any required temperature or climate controls, with seals and labels intact and legible. Refer to Section 01 60 00 for additional storage requirements.

The Contractor shall protect the Work, materials and equipment from damage due to action of the elements, trespassers, and other causes. It shall properly store materials and equipment and, when necessary or when specified by the Technical Specifications, erect such temporary structures as is required to protect them from damage.

Section 6.05. TIME FOR DELIVERY OF MATERIALS: EARLY DELIVERY.

A. Basic Requirement: Unless early delivery is authorized by the Contract Administrator pursuant to Subsection B. hereof, the Contractor shall limit delivery of materials and equipment to the Site to those materials and/or equipment needed for installation within thirty (30) days of the date of delivery.

B. Early Delivery of Materials: The County reserves the right to allow an earlier delivery date of any materials and/or equipment. Upon inspection and approval as specified below, the Contractor shall be entitled to progress payments therefor as specified in Article 23.

Upon application by the Contractor, the Contract Administrator, in their sole discretion, may authorize early delivery of materials and/or equipment, and payment therefor, subject to the following requirements:

1. For purposes of this Section, "materials and equipment" eligible for payment are defined as finished goods made specifically for the Project and requiring extensive time to be manufactured or obtained. Raw materials or work in progress and not yet delivered to an approved storage location are not eligible for payment. Finished items which are readily available for purchase are not eligible for payment.

2. The Contractor's request shall demonstrate that the proposed early payment is in the best interest of the Project by accomplishing time and/or money savings.

3. In their application for payment for such materials, the Contractor shall separately list the items for which payment is sought pursuant to this subsection. No payment shall be authorized unless the Contractor demonstrates that they are the unconditional owner of the equipment or material, and executes a transfer of title to such equipment or material to the County with each request for early payment.

4. The materials for which a progress payment has been received shall be fully insured, with the County named as co-insured, segregated from the manufacturer's other work in progress and raw materials at the manufacturer's

place of storage, and separately identified as being the property of the County. Such insurance shall be primary, and the Contractor's Builders' Risk insurance secondary.

5. The County retains the right to conduct inspections of such materials either during fabrication or during storage, at the manufacturer's plant or place of storage. The Contractor shall retain all risk of loss for such materials, however.

6. Payments for such material shall be due only after such materials have either been delivered to the job site or to a storage location acceptable to the County, except that such payments shall not be included in the value for work in place for the purpose of calculating payments for labor and mark up.

7. The County reserves the right to specify requirements in addition to those stated above or in Division 01 regarding early payment for materials. Such requirements shall be listed on the Contract Administrator's consent for early payments; the Contract Administrator hereby is authorized to provide such consents, with additional requirements, as are deemed necessary to protect the County.

Section 6.06. SPARE PARTS AND MAINTENANCE MATERIALS.

The Contractor shall provide spare parts and maintenance materials as required by the Technical Specifications.

Section 6.07. PROVIDING AND PAYING FOR MATERIALS.

Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, products, articles, processes, tools, equipment, and installation, and all associated superintendence of every nature whatsoever necessary to execute and complete the Work within the specified time.

Section 6.08. WARRANTY OF TITLE.

No material, article, product, supplies, or equipment for the Work under this Agreement shall be subject to any chattel mortgage, or a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier.

The Contractor warrants that, upon demand by County at any time after a progress payment has been made therefor, the Contractor will deliver to the County clear title to any materials, supplies, and/or equipment for which such progress payment was made, but which has not as yet been incorporated into the Work, such title to be free from any claims, liens, or changes, save only the Contractor's claim for any withholding attributable to such materials, supplies, or equipment.

The Contractor further warrants clear title to all material, supplies, and equipment installed or incorporated in the Work, and agrees upon completion of the Work to deliver the premises, together with all improvements and appurtenances, constructed or placed thereon pursuant to the Construction Agreement, to the County, free from any claims, liens, or charges.

The Contractor agrees that neither he nor any person, firm or corporation furnishings any materials or labor for any Work pursuant to the Construction Agreement shall have any right to a lien upon the premises or any improvement or appurtenances thereon; provided, however, that

nothing contained in this Section shall defeat or impair the rights of persons furnishing materials or labor under the payment bond posted by the Contractor, nor any rights under any law permitting such persons to look to funds due to the Contractor but withheld by the County.

This Section shall not disallow the Contractor's installing any devices or equipment of utility companies or of governmental agencies, the title to which is commonly retained by the utility company or the agency.

Section 6.09. PATENTS AND ROYALTIES.

All fees, claims, or royalties for any patented or copyrighted invention, article, arrangement, or plan that may be used upon or in any manner connected with the doing of the Work or any part thereof shall be included in the price bid for doing the Work. The Contractor and their sureties shall protect and hold harmless the County and all of its elected and appointed officials, officers, employees, agents, and volunteers against any and all demands made for such fees or claims and against any and all suits, demands, claims, or causes of action brought or made by the holder of any invention, patent, copyright or trademark, or arising from any alleged infringement of any invention, patent, copyright, or trademark.

Before final payment, the Contractor shall furnish acceptable proof to the County Administrator and the Construction Manager of proper release from all such fees or claims.

Section 6.10. PAYMENT OF FEDERAL OR STATE TAXES.

Any Federal, State, or local tax, specifically including sales and use taxes, payable on materials incorporated in the Work shall be included in the Contract Price and paid by the Contractor.

The County will furnish the Contractor with a certificate, on forms provided by the Contractor, to the effect that such materials are for the exclusive use of the County.

Section 6.11. PRODUCT CERTIFICATION.

Where required by the Technical Specifications, the Contractor shall submit proper product Certifications, which demonstrate the product's conformity to the Technical Specifications. Article 5 shall apply thereto.

Section 6.12. FAULTY MATERIALS AND WORK.

The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the Contract, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the County. The Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal.

If the Contractor does not remove such condemned work and materials within reasonable time, fixed by written notice, the County may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days thereafter, the County may upon ten (10) days written notice, sell such materials at auction or at private sales and shall account for the net proceeds thereof after deducting all costs and expenses that should have been borne by the Contractor.

ARTICLE 7

PRODUCT OPTIONS AND SUBSTITUTIONS

Section 7.01. APPLICABILITY OF ARTICLE.

This Article authorizes the Contractor to request substitutions / or equal materials pursuant to Public Contract Code section 3400. Requests for such Substitutions shall be considered by the County only if the Contractor's submittal is received within the time stated in Section 01 60 00, and shall include all information required by Section 01 60 00.

The Contractor is responsible to file all such requests on behalf of all subcontractors and product suppliers; the County shall consider no request filed by a subcontractor or product supplier.

Only one request for Substitution shall be considered for each product specified. If the Contractor's request for Substitution is denied, the Contractor shall provide the specified first preference product.

Section 7.02. EFFECT OF BRAND NAME MATERIALS SPECIFICATION – REFER TO SECTION 01 60 00.

Section 7.03. NECESSITY FOR SUBSTITUTION / OR EQUAL REQUESTS – REFER TO SECTION 01 60 00.

Section 7.04. TIME FOR REQUESTING SUBSTITUTIONS / OR EQUALS – REFER TO SECTION 01 60 00.

Section 7.05. APPLICATION FOR SUBSTITUTIONS – REFER TO SECTION 01 60 00.

Section 7.06. ACTION ON REQUEST – REFER TO SECTION 01 60 00.

Section 7.07. SAMPLES OF PROPOSED SUBSTITUTIONS / OR EQUALS – REFER TO SECTION 01 60 00.

Section 7.08. DESIGN COSTS FOR SUBSTITUTION / OR EQUAL –REFER TO SECTION 01 60 00.

Section 7.09. EFFECT OF ACCEPTANCE – REFER TO SECTION 01 60 00.

ARTICLE 8

NOT USED

ARTICLE 9

NOT USED

ARTICLE 10

SUPERVISION AND LABOR

Section 10.01. SKILLED LABOR.

All employees engaged in the Work will be considered employees of the Contractor.

All labor used on this Contract shall be competent and skilled for the work. All work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner, shall be conducted under the direction of a competent foreman and within the care and skill of a licensed contractor in California. All labor shall be in conformance with the Contract Documents and free of defects in materials and workmanship.

All workers shall meet the skill and experience requirements specified in the applicable sections of the Technical Specifications.

Section 10.02. NO TENANCY.

All workers, contractors, or Contractor's representatives are admitted to the Site only for the proper execution of the Work, and have no tenancy.

Section 10.03. DISMISSAL OF UNSATISFACTORY EMPLOYEES.

All employees engaged in the Work will be considered employees of the Contractor.

The Contractor shall discharge, or cause a subcontractor to discharge, any incompetent employee, any employee not skilled for the type of work required, or any employee who violated the standard set forth in Section 10.06 habitually or flagrantly.

Section 10.04. PERSONAL ATTENTION AND SUPERINTENDENCE; CONTRACTOR'S AGENT.

The Contractor shall supervise the Work to the end that it shall be faithfully prosecuted.

The Contractor at all times shall keep a project superintendent, fully empowered to act as agent for the Contractor, on the Site whenever work is being performed. The Contractor shall provide the project superintendent's resume, demonstrating the project superintendent has the necessary experience and expertise to oversee the Work, to the County for review and approval, which will not be unreasonably withheld. Contractor shall advise the County in writing of its agent and of any limitations on the agent's authority to act on behalf of the Contractor. Regardless of such limitations, the Contractor shall be responsible for the faithful observation of all instructions delivered to it or its project superintendent, and representations on behalf of the Contractor by the project superintendent shall be binding on the Contractor.

The Contractor at all times shall keep a project manager, fully empowered to act as agent for the Contractor, on the Site whenever work is being performed. The Contractor shall provide the project manager's resume, demonstrating the project manager has the necessary experience and expertise to oversee the Project, to the County for review and approval, which will not be unreasonably withheld. Contractor shall advise the County in writing of its agent and of any limitations on the agent's authority to act on behalf of the Contractor. Regardless of such

limitations, the Contractor shall be responsible for the faithful observation of all instructions delivered to it or its project manager, and representations on behalf of the Contractor by the project manager shall be binding on the Contractor.

The project superintendent or project manager shall not be replaced unless the Contractor demonstrates to the County that said replacement is necessary and shall not result in a delay of the Project's completion date. Contractor shall obtain the County's written consent prior to replacing the project superintendent or project manager.

A. In the event the project superintendent or project manager must be replaced, the Contractor shall provide a resume and proof to the County that the replacement project superintendent or project manager has the necessary experience and expertise to oversee the Project and that their experience and expertise is equal to or greater than the original project superintendent or project manager. The County reserves the right to waive these requirements if desired.

Section 10.05. AUTHORIZED VISITORS TO THE SITE.

The Contract Administrator, or their representative, shall specify those individuals (other than those who are accessing Site for construction related to the project) who are permitted to access to the Site. Contractor shall develop a visitor plan for visitor access to the site that includes a check in system, a plan to escort visitors through the site and providing appropriate safety equipment (except for footwear) and Personal Protective Equipment (PPE). The visitor plan shall be submitted to the Construction Manager to review and comment on adequacy of plan.

If the Contractor has complaints regarding the presence or conduct of any authorized individual on the Site, the Contractor shall report such complaint to the Construction Manager, and shall conform to the instructions of the Construction Manager regarding the complaint.

After consultation with the Construction Manager, the Contractor will enforce reasonable regulations to secure the safety of authorized visitors. Such regulations will include the requirements to check in at a designated location and wear the necessary PPE in specified areas. The Contactor will provide sufficient PPE (except foot wear) at the jobsite for authorized visitors.

Section 10.06. RELATIONSHIPS OF EMPLOYEES AND COUNTY EMPLOYEES AND THE PUBLIC.

It is the policy of the County and the law of this State that all County employees be free from sexual, racial, or other harassment at their workplace; it is the policy of the County that all members of the public likewise be free therefrom.

The Contractor, in connection with performance of work under this agreement, agrees to comply with the rules and regulations which deal with or relate to nondiscrimination set forth as follows:

A. During the performance of this Contract, the Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. The Contractor shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, sections 12900 *et seq*.), the regulations promulgated thereunder (2 Cal. Code of Regulations sections 7285.0 *et seq*.), and Government Code Sections 11135 - 11139.5).

C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to view such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

E. The Contractor shall include the above nondiscrimination and compliance provisions in above subparagraphs A and B in all subcontracts to perform work under the Contract.

It is Contractor's responsibility to supervise all workers on this Project to the end that their conduct not result in a violation of these laws, regulations and policies.

ARTICLE 11

SUBCONTRACTORS; LISTING AND BID; SUBSTITUTION

Section 11.01. SUBCONTRACTORS; CONTRACTOR'S SUPERVISION.

Nothing contained in the Construction Agreement shall create any contractual relationship between any subcontractor and the County. The County's only contract is with the Contractor.

The Contractor shall be as fully responsible to the County for the performance and/or omissions of all first-tier and lower-tier subcontractors and their employees and agents as it is for its own performance and omissions.

It is the Contractor's responsibility, not the County's, to resolve disputes between subcontractors and/or between the Contractor and subcontractors. The Contractor shall not simply refer issues raised by subcontractors to the Construction Manager or County Administrator. Prior to referring any controversy, issue, or request made by any subcontractor to the County, the Contractor shall exert their good faith best efforts to resolve the issue. Upon referring any such request, the Contractor shall accompany it with a submittal specifying efforts taken by the Contractor to resolve the issue. Should the Contract Administrator determine that the Contractor has not satisfied their obligation pursuant to this Section, the Contract Administrator may reject the Contractor's submittal. The Contractor shall not be entitled to either a Contract Price or a Contract Time Change Order as a result of such rejected submittal.

It is also the Contractor's responsibility to supervise all subcontractors' compliance with all safety, wage and hours, equal employment opportunity, harassment and related regulations, including reporting requirements.

The County shall not entertain any request for, nor engage in, arbitration or dispute resolution between subcontractors, subcontractors and the Contractor, nor any agency with code compliance, safety, wage and hours, and/or equal employment opportunity jurisdiction. However, in the event of such dispute, the County Administrator may request the Contractor to provide a complete written explanation of all facts underlying the dispute, and may attend or call any meetings between the disputing parties. The Contractor shall provide such information to the Contract Administrator upon their request.

Section 11.02. DISPUTES BETWEEN SUBCONTRACTORS AND/OR CONTRACTOR.

If, through acts of negligence on the part of the Contractor, including failure to supervise and control their subcontractors, any other contractor, subcontractor, or worker shall suffer loss or damage on the Work, Contractor agrees to try in good faith to settle with such other contractor, subcontractor, or worker by through negotiations, if such other contractor, subcontractor, or worker shall assert any claim against the County or any of its officers, agents, or employees, on account of any damage alleged to have been so sustained.

In the event of the receipt of any such claim, the County shall notify the Contractor, who shall defend, indemnify, and save harmless the County and all of its officers, agents, and employees against any such claim, pursuant to Section 2.05 hereof.

Section 11.03. LISTING OF SUBCONTRACTORS.

Contractor shall comply with the requirements in the Instructions to Bidders regarding the listing of subcontractors and shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100-4114, forbidding bid shopping and bid peddling and requiring accurate listing of all subcontractors.

Should the Contractor violate any provision of that Act, such violation shall be deemed a breach of the Construction Agreement, and the County shall have all remedies provided by California law including, but not limited to, those provided in Public Contract Code section 4110, allowing termination of the Contract or a penalty assessment of 10% of the subcontract.

Section 11.04. TERMINATION OF UNSATISFACTORY SUBCONTRACTORS.

When any portion of the Work that has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner after being notified and given a reasonable opportunity to cure its deficient performance, the Contractor shall terminate the subcontract for such work.

Any such subcontractor, which is discharged, shall not again be employed on the Project.

Any termination of a subcontractor pursuant to this Section shall be in strict conformity with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 through 4114.

Section 11.05. SUBCONTRACTORS' INSURANCE.

All subcontractors shall procure and maintain the insurance required by Article 2 hereof. Contractor shall supervise subcontractors to enforce this requirement, and shall allow no subcontractor to evade this requirement.

ARTICLE 12

STATE PREVAILING WAGE REQUIREMENTS, PAYROLL RECORDS

Section 12.01. STATE PREVAILING WAGE REQUIREMENTS.

Bidders are referred to Section 000200A – California Prevailing Wage Requirements

Section 12.02. PAYROLL RECORDS.

A copy of all payrolls shall be submitted weekly to the Construction Manager. Payrolls shall contain the full name, address and of each employee, their correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which their name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or their agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

Section 12.03. ACCESS TO RECORDS/RETENTION.

County, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to the subject matter of this Contract for the purpose of making audit, examination, excerpts and transcriptions. Original records shall be forwarded to the County after Contract completion or retained for a period of 6 years after Contract completion.

ARTICLE 13

FEDERAL REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY

(THIS ARTICLE DOES NOT APPLY).

ARTICLE 14

ON-SITE SECURITY; RISK OF LOSS; SITE SAFETY

Section 14.01. PROJECT SITE.

The Contractor shall confine their equipment, materials, and construction apparatus to the site limits designated in the Contract Documents and/or directed by the Contract Administrator or Construction Manager.

The Site and equipment storage areas shall be kept in a neat and safe condition, conforming to all requirements of the Contract Documents and applicable Codes regarding the storage of materials, including flammable materials.

Section 14.02. SECURITY OF THE SITE.

The Contractor shall at all times have care and custody of the project site, and shall take such steps as are necessary to secure the Site at all times, including times workers are not present. The Contractor shall maintain adequate security and protection of all structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site, against damage, vandalism, loss from fire, or theft.

The Contractor's attention is directed to the Technical Specifications and/or Supplementary Conditions for specified fencing, screening, gate and lighting requirements, if any.

The Contractor may, at its option and expense, provide night watchmen for the Site. The facilities for such watchmen shall be subject to approval by all agencies with jurisdiction.

At the Contract Administrator or Construction Manager's request, the Contractor shall meet with representatives of the police and fire agencies with jurisdiction, and shall comply with the Construction Manager's request on behalf of such departments regarding security of the Site.

Section 14.03. RISK OF LOSS.

The Contractor assumes full responsibility for site security and full liability for the risk of loss from any cause of materials stored, work performed and existing improvements on the site, and agrees to repair and replace, at no cost to the County, at the time they are needed for incorporation in the Work, any materials or work that may have become lost, damaged, destroyed, stolen, vandalized, or have otherwise been rendered unsuitable for use from any cause. Contractor shall repair or replace any such damage and remove any damaged or defaced materials and/or equipment from the Project Site, at no cost to the County, and Article 9 hereof shall apply to such material or equipment.

Section 14.04. ACCIDENT PREVENTION.

The Contractor shall supply the County with a Material Safety Data Sheet (MSDS) on each hazardous substance to be used by the Contractor on the project.

The Contractor and his Safety Officer shall be solely responsible for insuring compliance with those Codes, regulations, OSHA requirements, and for discovering and correcting any code violations or unsafe conditions.

Reports of all lost-time accidents shall be promptly submitted to the Construction Manager and Contract Administrator giving all pertinent information.

All design and construction review services relating to the Contractor's safety pre-cautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work are the responsibility of the Contractor. including, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and bracing.

Section 14.05. PROTECTION OF WORKERS AND VISITORS TO THE SITE.

Contractor shall take all necessary precautions for the safety of all employees and visitors to the Site, and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, abut, or adjacent to the Site.

Contractor shall erect and properly maintain at all times, as required by the condition and progress of the Work, all necessary safeguards for the protection of workers, visitors to the Site, and the public, and shall post danger signs warning against construction hazards as needed. Maintaining a safe site shall be the sole responsibility of the Contractor. The County undertakes no obligation to inspect or continually observe the work, suspend the work or notify the Contractor of any hazardous condition or non-compliance with safety laws.

Contractor shall designate a responsible member of their organization on the Work, whose duty shall be the prevention of accidents. The name and position of persons so designated shall be reported to the Construction Manager by the Contractor; absent designation of some other individual by the Contractor, the Contractor's Project Superintendent shall be responsible for the Contractor's safety program.

Contractor immediately shall replace or repair any unsafe, dangerous, or hazardous condition that may exist.

Section 14.06. EXCAVATION AND TRENCHING; SAFETY.

The Contractor shall comply with all provisions of the California Labor Code regarding safety requirements for trenches or excavations.

Specifically, pursuant to Labor Code section 6705, in advance of any excavation of any trench or trenches or other excavation five (5) feet or more in depth, the Contractor shall submit a detailed plan to the Architect for information only showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from California State Shoring System standards, the plan shall be prepared by a registered civil or structural engineer.

Nothing in the Contract Documents shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the construction Safety Orders of the State of California.

Nothing in this Section shall be construed to impose liability on the County or any of its officers, agents, or employees, their Construction Manager, or to relieve the Contractor of its obligations

to provide a safe site.

Section 14.07. CAL OSHA.

The Contractor shall comply with all requirements of the California Occupational Safety and Health Administration or its successor, and the Federal equivalent, and shall provide a safe work environment for all workers employed on the Work, as required by such agencies. The Contractor shall supervise performance of the Work with all occupational Health & Safety requirements applicable to the type of work being done, and the materials and equipment being utilized. (See also Section 20.05).

ARTICLE 15

OFF-SITE SAFETY AND PROTECTION OF ADJACENT PROPERTY; INDEMNITY

Section 15.01. PROTECTION OF ADJACENT PROPERTY DURING EXCAVATION OR OTHER OPERATIONS; NOTICES.

Not less than five (5) days prior to commencing any work which may detrimentally affect adjoining or adjacent land or buildings thereon, the Contractor shall send the County and occupants thereof a notice, which specifies the type of Work to be done, the schedule of the Work, the effects expected from the Work, and the protective measures being taken by the Contractor. A copy of the notice shall be sent to the Construction Manager.

The basic standard to determine whether the Work may detrimentally affect adjoining properties shall be whether the work will create noise, dust, vibration, and/or settling on such properties. Examples include, but are not limited to, trenching, pile driving and excavations within 30 feet of any structure owned or not owned by the County.

The Contractor shall, at the instruction of the Construction Manager, meet with any recipient of such notice to explain and discuss the proposed Work. The Contractor shall make such modifications to the proposed working methods as are required to comply with all provisions of law, and shall exert its best efforts to address the concerns expressed by recipients of such notices.

Section 15.02. UNDERGROUND UTILITIES; "USA".

The Contractor is responsible to coordinate all excavation work with the owners of existing underground utilities, and to avoid unintentional disruptions in services by those utilities. Locations of existing utilities shown on the Contract Drawings are schematic only, and shall not relieve the Contractor's duty to precisely locate and avoid them.

If the underground utility service is disrupted by the Work, the Contractor shall take emergency action appropriate to the situation and immediately notify the County and the utility company. Repair thereof shall be the Contractor's responsibility, at no cost to the County.

Except in an emergency, the Contractor shall contact the USA Notification center at least two working days prior to commencing an excavation in any area which contains subsurface installations.

Section 15.03. DAMAGE TO OR BLOCKING STREETS, STREET IMPROVEMENTS.

The Contractor is responsible to avoid damage to existing streets, sidewalks, curbs, traffic signs and signals, control boxes, meters, and all other appurtenances thereto. The Contractor shall take necessary precautions to avoid damage to such property, and if damage occurs, shall take emergency action appropriate to the situation and immediately notify the County of the damaged property. Repair thereof shall be the Contractor's responsibility, at no cost to the County.

Existing traffic signs, lights, control boxes, hydrants, meters and related safety items occurring within the street and/or sidewalk area shall be kept visible, free of obstructions and accessible at all times.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction of the items involved.

Should it be necessary to block a street, the Contractor shall first notify the Construction Manager, the City of Ukiah, or any other public agencies with jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 15.04. FIRE PROTECTION.

The Contractor is responsible to protect all structures from fires and sparks originating in the work, and all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

The Contractor shall notify the Construction Manager and the fire department prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

The Contractor shall provide fire extinguishers as necessary to protect the Site and adjacent structures at all times, in accordance with applicable Fire Codes, regulations and Fire Department instructions.

Section 15.05. DUST CONTROL.

The Contractor shall at all times control dust originating from the Site in accordance with the latest requirements from the Mendocino County Air Quality Management District and/or as outlined in the Contractors storm water pollution prevention plan. The Contractor shall not allow dust to be blown onto adjacent properties. In the event that the County receives complaints regarding dust control, the Contractor shall increase frequency of appropriate best management practices to control the dust.

Section 15.06. INDEMNITY FOR DAMAGE TO ADJACENT PROPERTY; REPAIRS.

A. Indemnity. Without limitation of its indemnity obligations set forth in Article 2 hereof, Contractor shall defend, indemnify, and save harmless the County and their from any claim, loss or damages on account of any harm to person or property alleged to have resulted from the Work, or Contractor's negligence in protecting the public from the effects of the Work including settlement and/or the loss of lateral subjacent support of adjoining property; damage to utilities' or governmental agencies' equipment or installations; injuries to persons using the public streets; violation of any and all applicable environmental requirements, and from all loss or expense and from all damages for which the County may be liable as a consequence of such injury or damage to person and/or adjoining or adjacent property and/or structure's or equipment or installations, including those owned by County. The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the County, the Construction Manager, the Architect, or their officers or employees.

B. Repairs. Any damage arising from or in consequence of the performance of the Construction Agreement to tracks, pavement, curbs, sidewalks, walls, stairs, sewage and/or drainage structures, mains, pipes, valves, conduits, poles, wires, transformers, trees, shrubs, adjoining work, or to any other improvement or property above or below

the surface of the ground, whether private or public, shall be repaired at once by Contractor without expense to the County, if the owner thereof consents.

ARTICLE 16

CONDUCT AND PROSECUTION OF THE WORK

Section 16.01. BASIC STANDARD.

The Contractor is responsible for all aspects of the full, complete, satisfactory and faithful performance of the Work strictly as specified by the Contract Documents or any duly issued amendments thereto. The Contractor shall give its full attention to the fulfillment of the Contract and shall keep the work under its control.

Section 16.02. SURVEYS AND FIELD ENGINEERING.

Unless otherwise specified, the Contractor is responsible for all survey and field engineering work required for performing the Work. All such survey and field engineering work shall conform to the Technical Specifications. Assistance required by the County in obtaining measurements or information on the work shall be furnished accurately and fully without cost to the County.

The County shall identify existing control points and property line corner stakes, as indicated on the Drawings. Benchmarks, baselines, property boundaries, line and grade hubs, and other reference and construction points shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay all costs of re-establishing them if they are disturbed.

The Contractor shall notify the Construction Manager in writing at least ten (10) days prior to the time they commence work on any part of the construction requiring surveys to be commenced by the County.

Section 16.03. CLEARING OBSTRUCTIONS.

The Contractor shall verify all dimensions and levels shown on the Drawings against the Site prior to beginning construction and properly reset all survey control points and property line corner stakes.

Section 16.04. LAYOUT WORK.

The Contractor shall be responsible for all layout work, and shall lay out all lines, corners, levels and grade stakes after the Site has been prepared. The exact locations of all partitions shall be laid out on forms, walls and flooring, as the Work progresses. It is the Contractor's responsibility to verify all dimensions shown on the Drawings before layout out the Work, and to properly locate the Project on the Site and the components within the structure, as specified by the Contract Documents. Refer to Section 01 32 23 for additional requirements.

Section 16.05. CONTRACTOR'S EQUIPMENT.

The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the Contract Documents, including completion of the project within the time specified. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of their plant, equipment and methods, and those of all subcontractors on the Site. By entering the Construction Agreement, the Contractor agrees to provide all specialized plant, equipment and methods of construction required to perform the Work on schedule, whether

separately specified or not, at no extra cost to the County.

Section 16.06. DISCOVERY OF UNKNOWN CONDITIONS; PROCEDURE.

Should concealed or unknown conditions be encountered in the performance of the work below the surface of the ground on the Site, which conditions are at variance with the Contract Documents, the Contractor shall comply with the provisions of Section 01 81 10 Unforeseen Physical Conditions.

Section 16.07. EQUIPMENT AND METHODS.

Only equipment and methods suitable to produce the quality of Work required to conform to the Technical Specifications shall be permitted by the Contractor to operate on the Work. If any part of the Contractor's plan, equipment or methods of execution of the Work are determined by the Construction Manager to be non-conforming to applicable safety regulations or to be non-conforming to applicable Technical Specifications, the Construction Manager may order the Contractor to conform to the applicable requirements, and the Contractor shall promptly comply with such orders; provided, however, that neither compliance with such orders nor failure by the Construction Manager to issue such orders shall relieve the Contractor from their obligation to perform the Work as required by the Contract Documents.

Section 16.08. TEMPORARY FACILITIES AND SERVICES.

The Contractor shall be responsible for providing and maintaining all necessary storage places, field offices, temporary roads, fences, and all utilities, including telephone and data, electric, gas and water service to the Site during construction at their sole cost and expense unless otherwise specified in the Technical Specifications. The Contractor shall not connect to fire hydrants or to the adjoining Jail facility for construction water without the prior consent of Ukiah Valley Fire Authority and the County Administrator.

The Contractor shall comply with all requirements of Federal and State law and County Ordinances regarding the placement of temporary facilities on the Site, and the County shall not be deemed by this Agreement to have consented to such placement. Refer to Section 01 52 00 for guidelines and requirements.

Section 16.09. COORDINATION OF WORK.

The Contractor shall be responsible for coordinating the work of the various subcontractors and trades employed on the Work. The Contractor shall adjust, correct, and coordinate this work with the work of others so that no discrepancies will result nor unnecessary delays occur.

If completion is delayed because of any acts or omissions of any subcontractors, the Contractor shall on that account have no claim against the County for extra compensation or time, and a recovery schedule shall be submitted to the County depicting how the Contractor will regain any lost time to meet the agreed-to Completion date.

Section 16.10. JOINING WORK.

Where work of one trade or subcontractor joins or is installed upon the work of another trade or subcontractor, there shall be no discrepancy in mating or joining such work, which shall be done and finished in first class workmanship. In joining one kind of work with another, the marring or damaging of either shall be corrected at no expense to the County.

Should improper work of any trade be covered by that of another, it shall be the Contractor's responsibility to correct the improper work and to adjust costs between the various subcontractors, without cost to the County.

Section 16.11. CUTTING AND PATCHING OF WORK.

The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly.

The Contractor shall not damage or endanger any portion of the Work or work being done by the County or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the County or any separate contractor except with the written consent of the Contract Administrator and of such separate contractor. The Contractor shall not unreasonably withhold from the County or any separate contractor their consent to cutting or otherwise altering the Work.

Section 16.12. INSPECTION OF THE WORK OF OTHER CONTRACTORS.

It shall be the duty of the Contractor and all subcontractors, before beginning any work, to examine all construction and work of other contractors and/or subcontractors that may affect their work, and to satisfy themselves that everything is in proper condition to receive such work.

Section 16.13. COMBINATION OF WORK WITH OTHER CONTRACTORS OR COUNTY.

If the Project requires performance of work by the County or other Prime Contractors the following provisions shall apply:

A. The County reserves the right to perform work related to the Project with its own forces, and/or to award separate contracts in connection with other portions of the Project or other work on the Site.

B. When separate contracts are awarded for different portions of the Project or other Work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Construction Agreement.

C. The County will provide for the coordination of the work of its own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided below.

D. The Contractor shall provide the County and separate contractors reasonable opportunity for the storage of their materials and equipment and the execution of their work on the site, and shall connect and coordinate their Work with theirs as required by the Contract Documents. The Construction Manager may designate separate areas on the Site for the use of separate contractors.

E. If any part of the Contractor's Work depends for proper execution or results upon the

work of the County or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive their Work, except as to defects which may subsequently become apparent in such work by others.

F. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

G. Should the Contractor unintentionally cause damage to the Work or property of the County, or to another contractor's work on the site, the Contractor shall, upon notice from the Construction Manager, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates a legal proceeding against the County on account of any damage alleged to have been caused by the Contractor, the County shall notify the Contractor who shall defend such proceedings, and if any judgment or award against the County arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the County for all attorneys' fees and court or legal costs which the County has incurred.

H. If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean-up and charge the costs thereof to the contractors responsible therefor, as determined by the Construction Manager.

Section 16.14. NOT USED.

Section 16.15. OVERTIME AND HOLIDAY WORK.

The Contractor shall secure the approval of the Contract Administrator, or their designee, before allowing work on the Project before 7:00 A.M. or after 7:00 P.M. on any working day, or any work on Saturdays, Sundays or holidays.

The Contract Administrator or the Construction Manager may deny permission for such work, or impose conditions thereon, if needed to protect adjacent properties or land uses from noise, dust, or other work-related impacts not normally expected in the area during the terms proposed for such work. The County or the Construction Manager may consult with all governmental agencies with jurisdiction before responding to such requests.

The Contractor shall reimburse the County for all added costs to the County resulting from overtime and holiday work not specified by the Contract Documents, including Project Management and inspections by County employees and/or independent contractors, Architect cost increases, and any costs claimed by any other contractor. Such reimbursement shall be made deducted from the next progress payment due to Contractor.

Section 16.16. PROOF OF COMPLIANCE WITH CONTRACT.

In order that the Contract Administrator may determine compliance with the requirements of the Contract Documents which are not readily ascertainable through inspection and tests of materials and work, the Contractor shall, at any time requested by the Contract Administrator, submit such documents or other satisfactory proof as required by the Contract Administrator to demonstrate compliance by the Contractor with the Contract Documents.

ARTICLE 17

CHANGE ORDERS; POTENTIAL CHANGE ORDERS; FIELD DIRECTIVES; ASIs

Waivers of Contract Provisions: It is expressly understood and agreed that no waiver granted by the Inspector or the County of any term, provision or covenant of this Contract shall constitute a precedent for breach of the same or any other terms, provisions, or covenants of this Contract.

Section 17.01. NO CHANGES WITHOUT CONSENT; PERFORMING WORK ORDERED.

No extra work shall be performed, and no change shall be made, except pursuant to a written ASI, Potential Change Order, Change Order, or Field Directive from the Architect, County or Construction Manager stating that the extra work or change is authorized, and no claim for any addition to the Contract Price or Time for completion shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from diligently proceeding and fully completing the Project.

A. ASIs: The Architect may order minor changes in work by use of an ASI. These minor changes will involve neither changes in the Contract Price or Contract Time. If the Contractor disagrees that the change does not involve a change in cost or time, then the Contractor may submit a request for a Change Order with detailed back-up documentation supporting their claim for consideration by the County.

B. Potential Change Order: A Potential 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 potential change to the Work.

C. Work Authorization: Written orders to the Contractor, which authorizes the Contractor to proceed with the Work noted therein. Pursuant to Section 01 26 63 Work Authorizations may be cumulated into periodic Change Orders to adjust the Contract Price and/or Time, upon verification by the Contractor of the actual cost and delay, if any, caused by the Work Authorization.

D.

E. Change Order: The Change Order shall be used in cases where County and Contractor agree on the change in Work, the amount of or method of computing the Contract Amount, and the amount of adjustment in Contract Time.

F. Field Directive: In the event that the County and Contractor do not agree on the proposed change in Work and/or the proposed adjustment to Contract Price and Time, or in the event it is essential that the Contractor proceed expeditiously and without delay, then County may, by issuance of a construction Field Directive, order changes in Work, and the Contractor shall promptly proceed with the change in Work involved.

1. Acceptance of Field Directive: If Contractor agrees with the Field Directive, the Contractor shall by their signature thereon, indicate their acceptance of the terms of the Field Directive, including adjustments to price and time, and the Field Directive shall then be followed by a Change Order.

2 Non-Acceptance of Field Directive: If the Contractor disagrees with the method of

computing an increase in Contract Price or time, then the amount of adjustment shall be computed by one of the methods contained in Section 01 26 63. Disagreements, except as described in Section 4.10, with amounts or credits, under the Cost Reimbursement method, or time shall be considered a dispute, and processed under Section 28.07 Dispute Resolution.

Section 17.02. CHANGE ORDERS AUTHORIZED; PROCEDURE – REFER TO SECTION 01 26 63.

Section 17.03. EXTRA WORK AUTHORIZATION; PROCEDURE.

A. Extra Work Authorizations. The Contract Administrator (depending on amount) is authorized to issue Work Authorizations instructing the Contractor to proceed with extra work subject to the following maximum amounts, above which the Board of Supervisors must approve a change order.

B. Maximum Amounts. The Contract Administrator may issue Work Authorizations in amounts per County policy. The Contract Administrator may also approve a time allocation for such Work, subject to the procedure and limitations specified in Section 3.11.

C. Quotation by Contractor. Other than in extraordinary circumstances, as described below, before a Work Authorization is issued, the Contractor shall submit a quotation setting forth an estimated cost of the Work to be performed with sufficient substantiating data to allow the County to evaluate the quotation, and an estimate of the time necessary to perform the Work. If requested by the Contract Administrator, the Contractor shall provide additional data to support the quotation. The Contractor shall acknowledge the quotation as binding.

D. Claim for Price Adjustment. After the extra work specified on the Work Authorization is completed, the Contractor may submit a claim for a Change Order due to the Work Authorization. The claim shall be supported with substantiating data to show the actual costs to perform the Work and the overhead and profit being claimed, as defined in Section –01 26 63. The maximum price adjustment claimed shall not exceed one-hundred-ten (110%) percent of the approved quotation.

E. Claim for Time Adjustment. If the Contractor claims that the Work Authorization has delayed the Contract Completion Time, they shall verify the claimed delay by demonstrating with reference to the approved Project Contract Schedule that the Work Authorizationin fact caused a delay in the overall completion date to the critical path of the Project. Upon such demonstration, the Construction Manager shall process a request for a Contract Time extension Change Order pursuant to Article 3 hereof.

F. Accumulation of Work Authorizations. At the Construction Manager's sole discretion, the Contractor's claims for Change Orders arising from several Work Authorizationsmay be cumulated into periodic Change Orders adjusting Contract Price, Time, or both, separately or in one Change Order.

Such periodic Change Orders shall include deductions for Changes which constitute Deductive Change Orders, as defined in Section 01 26 63, during the time period being considered in the periodic Change Order.

G. Field Directives. In the event extraordinary circumstances arise which require extra work to be authorized before the Contractor prepares a quotation, the County Administrator, or Contract Administrator may issue an immediate Field Directive without such quotation. Such Field Directive shall include a maximum authorized sum over which no price adjustment will be authorized and order the Contractor to proceed on a cost reimbursement bases as defined in Section 01 26 13. The determination as to whether circumstances as described above exist is discretionary with the County. Such Field Directives otherwise shall be processed as specified in this Section.

Section 17.04. NOT USED

Section 17.05. EXTRA WORK CLAIMS; PROCEDURE.

If the Contractor claims that any Clarification, ASI, Field Directive or other instruction issued by the County requires work beyond the scope of the Construction Agreement, the following provisions shall apply:

A. Notice to Construction Manager. The Contractor shall notify the Construction Manager of its claim, and submit a quotation for the claimed costs, pursuant to Section 17.03-C. The Contractor shall submit additional information requested by the Construction Manager to decide the claim.

B. Action by Construction Manager. The Construction Manager shall review the Contractor's submittals and either recommend approval or denial of the Contractor's claim. If the claim is approved, the Construction Manager may process a Change Order pursuant to this Article. If the claim is denied, the Construction Manager shall so advise the Contractor. Thereafter, the Contractor shall proceed with the Work in issue. The Construction Manager shall issue their decision, after first consulting with the Contract Administrator, within twenty-one (21) days of receipt of a complete submittal from the Contractor.

C. Time. If the claim is approved, the time during which the claim was being considered shall be included in the time allocation for the Change Order adjusting the claim if the Contractor demonstrates such time impacted the critical path of the Project. If the claim is denied, no time adjustment shall be authorized.

D. Effect of Proceeding. If the Contractor proceeds with the work without notifying the Construction Manager pursuant to Paragraph "A", or before a decision pursuant to Paragraph "B", any claim for a Contract Price and/or Time adjustment shall be waived.

E. Scheduling. The Contractor is responsible to schedule the Work and submit extra-work claims within 7 days of discovering any claimed impacted event so the time required for decision, as specified in paragraph "B", does not delay the Work in general.

Section 17.06. NOT USED.

Section 17.07. NOT USED.

Section 17.08. CHANGE ORDERS REGARDING TIME FOR COMPLETION.

Time extensions authorized by the County pursuant to Article 3 shall be executed by a

Change Order issued by the Contract Administrator.

Section 17.09. NOT USED.

Section 17.10. EFFECT OF CONTRACTOR'S ACCEPTANCE OF CHANGE ORDER

By accepting a Change Order, Contractor agrees to the changes, if any, in the Contract Price specified for each item and to the specified extension of Time allowed, if any, for completion of the entire work on account of such Change Order, and agrees to furnish all labor and materials and perform all work necessary to complete all additional work specified therein for the price adjustment and within the time specified therein. Contractor shall make no additional claim for adjustment to the Contract Price or Time, nor for additional costs or damages, on account of the Work referenced in such Change Order or the cumulative effect of multiple Change Orders.

A Change Order duly issued by the County and accepted by the Contractor shall constitute a complete accord and satisfaction as to the Work, Contract Price and Contract Time changed thereby. Contractor shall defend and indemnify the County, as required by Section 2.05, if any subcontractor asserts any claim against the County due to a duly issued and accepted Change Order.

Section 17.11. EFFECT ON SURETIES.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the performance and payment bonds, and shall not reduce their liability on the bonds. All changes authorized shall in no way release any guarantee given by the Contractor hereunder.

The County reserves the right to require additional performance and payment bonds to secure a Change Order. In this event, the Change Order shall be increased by the actual cost of the bond premium for the additional bond amounts, if any.

ARTICLE 18

INSPECTION

Section 18.01. ACCESS FOR INSPECTION.

The Construction Manager, the Architect, the Inspector of Record (IOR), and other designated employees or agents of the County, and inspectors of all agencies of jurisdiction over the Project or funds used for the Project shall at all times have access for the purpose of observation to all parts of the work and to all shops wherein the Work is in preparation. The Contractor shall cooperate and furnish such facilities and assistance as needed for the Inspector(s).

Sections 18.02. NOTICE OF READINESS FOR INSPECTION.

Where the Contract Documents, instructions by the Architect or Construction Manager, laws, ordinances, or any public authority having jurisdiction requires work to be inspected, tested or approved before the Work proceeds, such work shall not proceed, nor shall it be covered up without inspection.

The Contractor shall give notice to the Construction Manager at least two (2) County business days in advance of the readiness for any Contract compliance inspection. The Contractor shall give notice as required by all other inspection agencies of jurisdiction for Code and regulation compliance inspection. In all cases, the Contractor shall schedule inspection so as not to delay the Work.

Section 18.03. CONTRACT COMPLIANCE INSPECTIONS.

All work done and all materials furnished shall be subject to the inspection and approval of the Construction Manager for compliance with the Contract Documents.

Any work covered without required inspection, or not in compliance with the Contract Documents or instructions to the Construction Manager, shall, upon the instruction of the Construction Manager, be uncovered for inspection and properly restored after inspection and approval, at no cost to the County.

Section 18.04. INSPECTION OF COMPLETED WORK.

Should the Construction Manager determine that it is necessary or advisable to make an inspection of Work already completed and inspected at any time before final inspection and acceptance of the Project, by removing or exposing the Work, Contractor shall, upon instruction of the Construction Manager, promptly furnish all necessary facilities, labor and materials to do so. If such work is found to be defective in any aspect, the Contractor shall bear all expenses of such examination and satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract Documents, the additional cost of labor and materials necessarily involved in the examination and replacement shall be allowed the Contractor, and a Change Order shall be issued.

This section shall not apply in the case of Work covered without required inspection, which is governed by Section 18.03.

Section 18.05. AUTHORITY OF COUNTY; STOP WORK NOTICES.

The Construction Manager, after discussions with and direction from Contract Administrator or IOR, shall have the authority to order the work stopped if either determines that the Work is proceeding in violation of the Contract Documents or any orders issued by the Contract Administrator. Such order shall be effective only upon the posting of a stop work notice upon the Work or portions of the Work in question.

Upon issuing a stop work notice, the Construction Manager shall immediately notify the Architect or IOR, who shall inspect the Work in question and determine whether it does or does not comply with Contract Documents. The decision of the Architect or IOR shall be final. The Contractor shall thereafter comply with the instructions of the Architect regarding corrections needed to cure the defect. The stopped Work shall be resumed only when such instructions are fulfilled, and a resume work notice is issued by the Construction Manager. The Contractor shall not be entitled to an extension in time in the event of such suspension of Work, except as authorized in Section 3.18 hereof.

Section 18.06. EFFECTS OF INSPECTIONS.

Neither the final inspection and payment, nor any interim inspection or progress payment shall relieve the Contractor of any obligation to fully perform the Construction Agreement as required by the Contract Documents.

Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents may be rejected, and suitable work or materials shall be made good, notwithstanding the fact that such work or materials may previously have been inspected and/or payment therefor may have been made.

Section 18.07. AUTHORITY OF PROJECT MANAGER.

The Project Manager, in consultation with Architect and Construction Manager, shall decide all questions which may arise as to the quality or acceptability of materials and/or equipment furnished or work performed, and as to the interpretation of Contract Documents and Specifications; all questions as to the acceptable performance of the Contract; and all questions as to compensation.

Section 18.08. AUTHORITY OF INSPECTOR OF RECORD.

The designated Inspector of Record is a representative of the County for purposes of inspection of the work for compliance with the Contract Documents, and applicable building codes.

The Inspector of Record is not authorized to bind the County in discussions with the Contractor, nor to issue Clarifications, ASIs, Field Directives, or Change Orders. No interpretations of the Contract Documents made by the Inspector are binding on the County unless the Architect adopts such interpretation by a written clarification.

The Contractor shall not attempt to influence the Inspector in the performance of their duties, nor request them to exceed their authority. The County shall honor no request by the Contractor which is based on any action of the Inspector beyond the scope of the Inspector's authority as specified in this Section.

Section 18.09. BUILDING INSPECTIONS AND CODES.

The Contractor shall provide access to inspectors from all agencies having jurisdiction over the Project.

Such inspectors are independent of the Construction Manager, and approval by either shall not constitute approval by the other.

The Contractor shall obey all orders of the inspectors with jurisdiction, and if such inspector reports a violation of any Code within their jurisdiction, the Contractor immediately shall notify the Construction Manager. The Contractor is responsible to comply with all applicable Codes in the construction of the Work.

ARTICLE 19

PUBLIC UTILITIES

Section 19.01. UTILITIES USED DURING CONSTRUCTION.

Unless otherwise specified in the Contract Documents, the Contractor shall provide and pay for all necessary water, gas, and sanitary sewer required for themselves, and all trades employed in the performance of the Construction Agreement. All temporary connections to such utilities shall be maintained in such manner as not to interfere with the continuing use of such utilities by the County during the entire progress of the Work through Substantial Completion.

The Contractor shall send all required notices, make all necessary arrangements, and perform all other services required in the care and maintenance of such utilities, and assume all financial responsibility concerning the care and maintenance of said utilities.

The enclosing of such public utility equipment shall be done by the Contractor consistently with the requirements of the utility. Upon completion of the Work, the Contractor shall remove all enclosures and fill-in and leave in a finished condition all openings for such utilities.

Section 19.02. LIGHTING.

Contractor shall furnish, wire for, install and maintain temporary electric lighting whenever it is necessary to provide illumination for the proper performance and inspection of the Work, unless otherwise specified. The lighting shall provide sufficient illumination and shall be so placed and distributed that the Contract Documents can be easily read in every place where the Work is being performed. This temporary lighting equipment may be moved about, but shall be maintained throughout the Work, available for the use of the Construction Manager or Inspector(s), whenever required for inspection.

Section 19.03. PERMANENT UTILITIES; INSTALLATION.

The Contractor shall install all permanent utilities called for by the Contract Documents strictly in compliance with all laws, regulations and requirements of the particular utility company or governmental agency providing the utility.

Section 19.04. TOILET FACILITIES FOR WORKERS.

The Contractor shall provide and maintain for the duration of the Work temporary toilet and handwashing facilities as required by the County Health Department, and shall be weather-tight structures with raised floors.

The Contractor shall service such facilities daily and shall pump such facilities as required, to maintain them in a clean, stocked and sanitary condition.

Section 19.05. DISRUPTION OF UTILITY SERVICE.

The Contractor shall secure the advance approval of the Construction Manager regarding scheduling of any disruption of utility service to other structures necessitated by the Work.

The Contractor is advised that unscheduled disruptions of utility service to County buildings may

seriously damage sensitive electrical equipment and software and/or disrupt functionality of the County Building, and the Contractor will be liable for all resulting repair and re-programming costs if occasioned by an unscheduled disruption caused by Contractor.

Section 19.06. PROJECT PROGRESS DOCUMENTATION

Contractor shall provide project photo documentation per Division 01, Section 01 32 33 “Photographic Documentation”.

ARTICLE 20

PERMITS, LICENSES, ORDINANCES AND REGULATIONS

Section 20.01. COMPLIANCE WITH CONSTRUCTION REGULATIONS.

The Contractor shall conduct the Work so that all laws, regulations, and ordinances for the protection of the public and the workers shall be obeyed fully both by the Contractor and by all subcontractors on the site.

The Contractor shall obtain and keep current all licenses or permits required by the State Contractor's Licensing Act and/or other licenses required to authorize them to perform the Work, and shall require all subcontractors to comply with this Section.

Section 20.02. PERMITS, LICENSES, FEES.

Unless otherwise specified by the Contract Documents or ordered by the Contract Administrator or Construction Manager, the Contractor shall obtain all permits, licenses and/or entitlements that are required for the performance of the Work by all laws, ordinances, rules, and regulations or orders of any officer and/or body with jurisdiction, shall give all notices necessary in connection therewith and shall pay all fees required relating thereto and all costs or expenses incurred on account thereof.

Section 20.03. COMPLIANCE WITH LAWS AND REGULATIONS.

The Contractor shall keep themselves fully informed of and shall observe and comply with, and shall cause all subcontractors and all employees to observe and comply with all Federal and State laws, and County or District Ordinances, regulations, orders or decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work.

Section 20.04. VIOLATION OF LAWS AND REGULATIONS; INDEMNITY.

Without limiting the general indemnification provisions of Article 2, the Contractor shall save harmless, defend, and indemnify the County and its elected and appointed officials, officers, employees, agents and volunteers against any liability or claim arising from or based upon the violation of any law, ordinance, regulation, order or decree, whether by their self, their agents, employees, or their subcontractors or their agents or employees. The Contractor’s duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the County, the Construction Manager, the Architect, or their officers or employees.

Section 20.05. SPECIFIC STATE LAWS AND REGULATIONS.

In addition to the general requirements set forth above, the Contractor's attention is directed to and Contractor shall be responsible for performing the Work in compliance with all laws of the State of California governing the construction of public buildings, including, without limitations, the following:

A. Federal Americans with Disabilities Act of 1990.

B. The California Public Contract Code

C. The current California Labor Code or as may be amended during the period of the Contract as identified in the Contract Documents.

D. The California Health & Safety Code and all applicable Administrative code regulations adopted pursuant thereto.

E. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials, and accident prevention.

F. Title XIX of the California Administrative Code entitled, "Public Safety", Division 1, State Fire Marshal, Chapter 1, “General Fire and Panic Safety Standards".

G. General Industrial Safety Orders. Contractor, and all subcontractors, shall observe and conform to the provisions of Title VIII of the California Administrative Code relating to safe and proper use, construction, disposal, etc. or materials, machinery, and building appurtenances as therein set forth.

H. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the safety orders of the Division of Industrial Safety; Department of Industrial Relations regulations; the California Electric Code; the California Building Code; California Mechanical Code; the California Fire and Plumbing Codes; OSHA and other applicable State and local codes and laws.

I. Federal Labor Standards Act.

J. The Anti Kick-Back regulations found in 29 CFR Part 3.

K. All contract clauses required by 29 CFR 5.5 (a) and (c), 20 U.S.C. 1232b ; 40 U.S. C. 276a, 276c, 327-332; 29 CFR Parts, (926).

L. Nondiscrimination clause and Certification of Non-Segregated Facilities prescribed by Executive Order No. 11246, September 24, 1965 as amended by Executive Order 11375.

M. Executive Order No. 11288 of July 7, 1966 (31 FR 9261) "Prevention, Control and Abatement of Water Pollution".

N. Executive Order 11988, relating to evaluation of flood hazards.

O. Compliance with all Federal, State and local requirements for handicapped access, fire safety and seismic resistance.

All of the above laws and regulations are expressly incorporated into the Construction Agreement, and are as much a part of the Contract Documents as if they were incorporated in their entirety in these General Conditions.

The Contractor shall not interpret the enumeration set forth above as being a complete listing of all applicable laws. It is the Contractor's responsibility to inform themselves regarding the requirements of all applicable laws regarding the performance of construction contracts for California counties and to obey them, and the Contractor agrees by execution of the Construction Agreement to do so at their sole cost, expense and risk. (See also Section 14.07 regarding Cal OSHA and Section 20.08 regarding hazardous materials).

Section 20.06. COMPLIANCE WITH CONDITIONS OF PERMITS.

The Contractor shall conduct the Work in conformity with the conditions imposed on all permits or other entitlements which address the performance of the Work by the Contractor, whether or not such permits or entitlements are incorporated in the Contract Documents.

Such permits may include, but are not limited to, measures required during the construction of the Work and incorporated in the Project to avoid or mitigate the environmental effects of the Project, pursuant to the California Environmental Quality Act, and conditions imposed on use permits issued by any agency with jurisdiction.

It shall be the Contractor's responsibility at all stages, from bidding through Final Completion, to inform themselves of the requirements of any such permits. Copies are available from the Architect.

The Contractor's attention is directed to the Supplementary Conditions and Technical Specifications setting forth additional requirements, if any, regarding this subject.

Section 20.07. COMPLIANCE WITH CONDITIONS OF GRANTS.

The Contractor shall conform to all requirements of State authorities which have provided funding for the Project. Specific requirements are specified in Division 1. Without limitation thereof, Contractor shall keep financial, wage and hours, equal employment opportunity and other records required by any such funding and shall allow access to the Site by inspectors from such agencies.

Right to Audit: The Contractor shall maintain and make available to County all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise out of the Work or under terms of the Contract. The form of record keeping shall be subject to approval by the County. These books, papers, records, claims, and accounts shall be retained and made available for examination during normal business hours by County and County's representative and shall be retained at Contractor's principal place of business in California for audit during normal business hours at such place of business for four (4) years after recording of the Notice of Completion of the project. Contractor shall provide an office to enable County and County's representative to conduct such audit.

The Contractor shall cooperate fully with and assist the County in its efforts to comply with all conditions imposed on such funding.

Section 20.08. COMPLIANCE WITH HAZARDOUS MATERIALS REPORTING AND USE REQUIREMENTS; CLEAN-UP; INDEMNITY; WITHHOLD.

A. Reporting and Use: The Contractor shall file all permits and reports required by Federal, State, Mendocino County Department of Environmental Health and/or Air Quality Management District regarding the presence on the Site and/or use of toxic or any hazardous material, and shall store, use and/or dispose of such materials in strict conformity with all applicable laws and regulations.

B. Clean-Up: The Contractor shall immediately notify the County and Construction Manager

and clean-up any toxic or hazardous spill or pollution caused by the Contractor and/or any subcontractor, materialman or carrier occurring on the Site, and shall remove all polluted water, dirt or materials to an approved disposal site, as required by the Federal and/or State agencies with jurisdiction or, if none, by the County Health Department, all without cost to the County.

C. Indemnity: Without limiting the indemnification provided in Article 2, The Contractor shall save harmless, indemnify and defend the County against any and all claims, demands, liability, or damages resulting from the Contractor's failure to perform Paragraphs "A" and/or "B" of this Section, and/or a toxic or hazardous spill within Paragraph "B" of this Section. The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the County, the Construction Manager, the Architect, or their officers or employees.

D. Withhold: In addition to all withholds or retentions authorized by the Construction Agreement, the County shall retain sums sufficient to offset the County's costs resulting from Contractor's refusing or neglecting to conform to all requirements of this Section.

ARTICLE 21

PRESERVATION AND CLEANING

Section 21.01. PROTECTION OF WORK.

The Contractor shall protect and preserve the Work from all damage or accident, and shall at their cost provide any temporary roofs, window and door coverings, enclosures, boxing, or other construction as required for this purpose.

Section 21.02. PERIODIC CLEANING OF PROJECT.

The Contractor shall properly clean the Site and the Work as it progresses, and shall secure and remove all dirt, debris, waste, rubbish, and implements of service from the Project and the Site. Debris, waste, or unused construction materials shall not be left under, in, or about the Project, nor allowed to accumulate in the Project or the Site. The Technical Specifications specify additional requirements regarding this subject.

The Contractor, at their sole cost, shall contract with a disposal company to remove all such rubbish, and shall have the containers therefor emptied at frequent enough intervals so that waste does not overflow the containers.

Subject to the strict prohibition against maintaining a nuisance, if a dispute arises between the Contractor and subcontractors as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the County may, but need not, clean up the premises and surrounding area and allocate the cost among those responsible as the County determines to be just.

Section 21.03. FINAL CLEANING OF PROJECT.

Prior to the request for Final Inspection, the Contractor shall thoroughly clean the interior and exterior of the Work, and do all things required by the Technical Specifications regarding final cleaning.

Final cleaning shall not be accepted unless the Project is in all respects ready to occupy without further cleaning by County forces.

ARTICLE 22

OCCUPANCY BY COUNTY

When County requests transfer of a portion of the Work, the Contractor shall request an inspection of that portion of the Work. The Architect and Inspector will inspect to determine whether the Work or designated portion thereof is complete. If the inspection discloses significant work not in accordance with the Contract Documents, the Contractor shall, before transfer, complete or correct such work. The Architect shall prepare a list of any items of work which is judged to be minor repair work or to be covered by warranties.

Section 22.01. USE OF COMPLETED WORK.

Whenever, in the opinion of the County, the Work or any part thereof is in a condition suitable for use, and the best interests of the County requires such use, the County may take possession of, connect to, and open for public or County use the Work or any part thereof, subject to this Article.

Section 22.02. REPAIRS OR RENEWALS IN THE WORK.

Prior to the date of Acceptance of Work by the County, all necessary repairs or renewals of the portion of the work occupied pursuant to Section 22.01 hereinabove, or part thereof, made necessary due to defective material and/or workmanship, or to the operations of the Contractor, ordinary wear and tear excepted, shall be made at expense of the Contractor.

Section 22.03. EFFECT OF OCCUPANCY.

The occupancy by the County of the Work or any part thereof as authorized by this Article shall in no case be construed as constituting acceptance by the County of the Work or any part thereof. Such use shall neither relieve the Contractor of any of their responsibilities under the Contract Documents, nor act as a waiver by the County of any of the terms or conditions of the Construction Agreement. Notwithstanding occupancy by the County pursuant to this Article, the warranty periods on all products and the Contractor's basic warranty pursuant to Section 01 78 36 shall not commence, and the term thereof shall not be diminished, as a result of County occupancy. The warranty periods commence only upon substantial completion of the Project.

Section 22.04. COORDINATION WITH OTHER ACTIVITIES.[RESERVED]

Section 22.05. PRICE OR TIME ADJUSTMENTS.

In the event the County exercises its right to take early occupancy pursuant to this Article, and provided that the Contract Documents at the time of bidding did not specifically indicate the County's intention to do so, the Contractor may request an adjustment to the Contract Price and/or Time, for extra costs and/or time directly caused by the early occupancy. Article 17 shall apply to any request by the Contractor for a Contract Price adjustment, and Article 3 to a Contract Time adjustment, resulting from the County's occupancy pursuant to this Article.

Section 22.06. OWNER'S RIGHT TO ACCEPT IMPERFECT WORK.

If any part or portion of the work completed under this Construction Agreement does not comply with the Plans and Specifications, and if the non-conforming Work is judged by County

to be not of sufficient magnitude or importance so as to make the work unacceptable, then County shall have the right and authority to retain such Work but will make such deductions in Contract Price as may be equitable and reasonable.

Section 22.07. COUNTY'S RIGHT TO DO ADJACENT WORK.

The County reserves the right to perform construction or operations on the site of the Work. In doing this, County may use its own forces or award separate contracts in connection with other construction or operations on the site but not covered by the Contract Documents.

ARTICLE 23

PROGRESS PAYMENTS

The Contract Price is stated in the Construction 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.

Neither the acceptance of the work by the County nor the payment of any part or all of the sum due the Contractor hereunder shall constitute a waiver by the County of any claim which the County may have against the Contractor or surety under this Construction Agreement or otherwise.

Payment due under the terms of this Construction Agreement shall be made in the timely manner prescribed by California Public Contract Code Section 20104.5. The County shall promptly pay the Contractor in the manner set forth in Section 23.01.

Each application for progress payment submitted to the County shall be based upon the Schedule of Values submitted by the Contractor and approved by the County in accordance with the Contract Documents. The Schedule of Values shall conform to the requirements set forth in Section 3.04. Applications shall indicate the percentage of completion of each portion of the Work as of the end of the month covered by the application.

Section 23.01. SUBMISSION OF APPLICATION FOR PROGRESS PAYMENT

Refer to Section 01 20 00 for progress payment submittal procedures.

If the Contract Documents require the sampling and testing of any such materials or labor, the application for progress payment shall indicate whether such sampling and testing has been approved and, if so, the date thereof.

Such applications for progress payment shall be executed by the Contractor under penalty of perjury.

Within seven (7) days of receipt of a fully completed claim form, the Construction Manager shall verify such application for progress payment and shall take such steps as are necessary to investigate the accuracy of any statements made by the Contractor. Contractor shall provide such other and further documentation as ordered by the Construction Manager to enable verification of an Application for Payment submitted for progress payment and the time until such additional documentation is delivered shall extend the time for processing the progress payment.

The Construction Manager shall verify the Application of Payment for progress payments by use of the Contract Schedule and Schedule of Values approved pursuant to Article 3 hereinabove, or subsequently approved modifications thereto. The Construction Manager shall only forward the reviewed Application for Payment to the Contract Administrator for acceptance and processing the progress payment when the Construction Manager is satisfied that all information is true and correct.

Section 23.02. PAYMENT; WITHHOLDS.

Progress payments shall be made once each month, within thirty (30) Days after the date an undisputed and complete application is received by the County. The amount shall be based

on the percent completion of each portion of work completed at the end of the month covered by the application for progress payment. Payment of undisputed contract amounts (progress payments) is contingent upon the Contractor furnishing the County with a conditional waiver and release of all claims against the County arising by virtue of the work relating to the amount so paid, pursuant to California Civil Code section 8132. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release pursuant to California Public Contract Code section 7100.

Upon approval of an Application for Progress Payment by the Contract Administrator, such claim shall be paid, except for the following;

A. Defective work or material not remedied or replaced.

B. Claims or Stop Notices to withhold not released (with reasonable supporting evidence).

C. Failure of the Contractor to settle liens with subcontractors, suppliers or labor.

D. Failure to make payments to any person or entity for financial obligations of the Contractor under terms of this Construction Agreement.

E. Reasonable doubt that the Contract can be completed for the balance then unpaid.

F. Damage to another contractor.

G. Performance of work in violation of the terms of the Contract Documents.

H. Excessive costs to County as set forth in Section 3.03.

I. Failure of Contractor to comply with requirements for timely submittal of specified documentation, including but not limited to contract schedules, cost proposals, and submittals.

J. That five percent (5%) of the value of the Work done shall be withheld as security (retention).

Contract price allocated to equipment and materials delivered and suitably stored at the site but not yet incorporated into the Work (or, if verified and approved in advance by the County, suitably stored off the site) for incorporation in the Work, less a retention. NOTE: Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures and documentation satisfactory to the County to establish the County's title to such materials and equipment or otherwise protect the County's interest, and shall include applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site.

Once all requirements are verified and met and, if so, within the time specified in Division 1, the County shall pay to the Contractor, while the Contractor is carrying on the Work, the balance of any progress payment not withheld as set forth above, after deducting therefrom all previous payments and all sums to be retained under the provisions of law or of the Contract Documents.

No payment by the County shall be construed to be an approval by the County of any defective work or improper materials, nor as an acceptance as completed of any portion of the Work.

Section 23.03. POSTING SECURITIES IN LIEU OF WITHHOLDS.

The Contractor may elect to receive 100 percent of payments due under the Contract Documents, without retention of any portion of the payment by the County, by depositing securities of equivalent value with the County in accordance with the provisions of section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the County, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the County.

Alternatively, upon request by the Contractor the County shall make payment of retentions earned directly to an escrow agent at the expense of the Contractor, in accordance with section 22300 of the Public Contract Code.

Section 23.04. RETAINING ADDITIONAL AMOUNTS; GROUNDS.

In addition to the amounts which the County withholds as provided in Section 23.02, the County shall retain a sufficient amount of any payment otherwise due to the Contractor as in the sole discretion of the Contract Administrator may be necessary to protect the County in the event of the following:

A. The receipt of Stop Notices and Claims against the Contractor or any subcontractor for labor or materials furnished on the Project;

B. For the cost to correct defective work not remedied, including failure to adequately clean the Site and Work as specified in Section 21.02.

C. For failure of the Contractor to make progress payments to any of its subcontractors;

D. For the occurrence of reasonable doubt that the Project can be completed for the balance of the Contract Price, as reflected in the approved Schedule of Values, or within the Contract Time, as shown on the approved Contract Schedule;

E. For the refusal of the Contractor to commit sufficient resources so that the Work proceeds in accordance with the approved Contract Schedule. Liquidated Damages shall apply in such event;

F. For failure of the Contractor to comply with any lawful or proper direction concerning the work given by any County representative authorized to have given such instruction;

G. For claims and/or penalties which State or Federal law assesses against the Contractor for violation of such law, including prevailing wage claims;

H. For any claim or penalty asserted against the County by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules and orders;

I. For any reason specified elsewhere in the Contract Documents as grounds for retention.

In order adequately to protect the County, the basic standard to determine the amount of retention pursuant to this Section shall be ONE-HUNDRED-TWENTY-FIVE (125%) PERCENT of the amounts claimed or the value of the Work not done or defectively done, plus interest and litigation costs; provided, however, that County retains the authority to retain greater sums should such sums be necessary in the County's discretion adequately to protect it.

In the event the progress of the Work does not meet the approved Contract Schedule, the County may retain the amounts specified in this Section for each day the Work is behind schedule.

The County retains the right to make, or not to make, any partial progress payment involving sums not in dispute, or to retain the total progress payment pending resolution of any such dispute.

Section 23.05. DISBURSEMENT OF RETAINED AMOUNTS.

The County, in its sole discretion, may apply any such retained amount or amounts to the payment of any such claims resulting in a retention. Any payment so made by the County shall be considered as a payment made under this Construction Agreement by the County to the Contractor. The County shall not be liable to the Contractor for any such payments made in good faith. Such payments may be made without a prior judicial determination of the claim or claims. The County shall render to the Contractor a proper accounting of any such funds dispersed on behalf of the Contractor. The County reserves the right to utilize warrants issued to the Contractor and Claimant as joint payees for this purpose.

Prior to applying such amounts as stated hereinabove, County shall afford the Contractor an opportunity to present good cause, why the claim or claims in issue are not valid or just claims against the Contractor. The County then reserves the right to take such further steps as are appropriate, in its sole discretion, including, but not limited to, seeking a judicial resolution of the controversy.

Section 23.06. CORRECTION OF STATEMENT AND WITHHOLDING OF PAYMENT.

No inaccuracy or error in any claim provided by the Contractor shall operate to release the Contractor or any surety from the error, or from damages arising from such error, or from any obligation imposed by the Contract Documents. The County shall retain the right subsequently to correct any error made in any previously approved claim for the progress payment, or progress payment issued, by later adjustments to subsequent progress payments.

Section 23.07. EFFECT OF PROGRESS PAYMENTS.

The County’s progress payments to the Contractor shall not constitute the County’s acceptance of any portion of the Work that does not comply with the Contract Documents, or relieve the Contractor of its obligation perform the Work in accordance with the Contract Documents. The Contractor is responsible for repairing or replacing defective Work whether or not such Work has already been paid for by the County. The Contractor shall continue diligently to prosecute the Work without reference to the payment, withhold or retention, of any progress payment. The payment, withhold or retention of any progress payment shall not be grounds for an adjustment to the Contract Time or Contract Price. By making progress payments, the County waives no right nor releases any obligation of the Contractor to the County.

ARTICLE 24

FINAL INSPECTION

Section 24.01. NOTICE OF SUBSTANTIAL COMPLETION.

The Contractor shall notify the Construction Manager when they believe their Work is substantially complete. Prior to notifying the Construction Manager, the Contractor shall inspect the Work and prepare and submit a comprehensive list of items to be completed or corrected to the Construction Manager. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Within ten (10) days of the receipt of such request, the Construction Manager, the County, the Architect and the Contractor will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

If such Work is substantially complete, the County shall prepare and issue a certificate of Substantial Completion that will set forth:

(i) the date of Substantial Completion of the Work or portion thereof,

(ii) the remaining items of Work that have to be completed before Final Acceptance (Punch List),

(iii) provisions (to the extent not already provided in the Contract Documents) establishing the County's and the Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance, and

(iv) an acknowledgment that warranties begin on the date of Substantial Completion, except as may otherwise be noted in the certificate of Substantial Completion.

No certificate of Substantial Completion shall be issued until certificates of occupancy are issued by the California State Fire Marshal and the County Building Department.

Section 24.02. PUNCH LIST.

The Contractor shall remedy all items shown on the punch list created under section 24.01 prior to final acceptance by the County.

The Architect is not authorized to amend the Construction Agreement by use of the punch list; it is provided solely for the benefit of the Contractor to enable them to determine whether items must be corrected before final acceptance will be recommended by the Architect. The County reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

In the event that the Work still does not comply with the Contract Documents, the County reserves the right to issue such further punch lists as may be required, or to deduct from the final payment the cost of correction of any Work not completed in accordance with the Contract Documents without the issuance of further punch lists.

Section 24.03. ADDITIONAL SUBMITTALS.

After completion of work on punch list items, and before the Contractor's Request for Final Payment, the Contractor shall submit the following items:

A. A complete and accurate accounting, showing the total amounts claimed by the Contractor, all subcontractors and all suppliers due for final payment of the Project. The accounting shall identify first-tier subcontractors (those with a contract directly with the Contractor) separately from all other claimants, and shall include all subcontractors listed by the Contractor pursuant to Article 11. This accounting shall be submitted under penalty of perjury.

B. A complete and accurate set of Record (as-built) Drawings prepared by the Contractor pursuant to Section 4.05, Section 01 70 00, and the Technical Specifications.

C. The Contractor's guarantee required by Section 01 78 36, and all other guarantees and warranties required by the Technical Specifications.

D. Proof acceptable to County of proper release from all claims regarding patents and/or copyrights pursuant to Section 6.09 hereof.

E. All operating manuals required by the Technical Specifications for all mechanical and electrical installations.

F. All other submittals required by the Contract Documents prior to final payment.

G. Unconditional Lien Waivers from the Contractor, all sub-contractors and material suppliers.

Section 24.04. SYSTEMS DEMONSTRATION.

Before submitting a Request for Final Payment, Contractor shall demonstrate the operation of all systems in the Work to such persons as directed by the Construction Manager, and shall instruct pertinent County personnel in the operation, adjustment, and maintenance of all equipment and systems, as required by Section 01 91 00.

Section 24.05. FINAL ACCEPTANCE.

Upon receipt of written notice from the Contractor that the Work or identified portions of the Work is ready for final inspection and acceptance, the Construction Manager, the County, the Architect and the Contractor will jointly inspect to verify that the remaining items of Work have been completed as set forth in section 24.02. If the Work is complete, the County will issue a letter of Final Acceptance to the Contractor and record a Notice of Completion with the County Recorder.

ARTICLE 25

ACCEPTANCE AND FINAL PAYMENT; ADMINISTRATION OF THE WITHHOLD ACCOUNT

Section 25.01. CONTRACTOR'S REQUEST FOR FINAL PAYMENTS AND CHANGE ORDERS.

When the Work is fully (100%) complete and all items on the punch list have been satisfied, or the Contractor contends that such items are not required by the Contract Documents, the Contractor shall submit Requests for Final Progress Payment and Final Payment.

The request for Final Progress Payment shall include the total amount the Contractor contends is due on the Contract Price less the amounts to be withheld for Final Payment. The amounts to be withheld for Final Payment shall include no less than One-Hundred Twenty-Five Percent (125%) of the total of all amounts identified by the Contractor in the accounting submitted pursuant to Section 24.03-A, plus One-Hundred-Twenty-Five Percent (125%) of all unpaid progress payments against the Project by the County or any other claimant, which authorize the County to withhold and/or retain pursuant to the Contract Documents, State or Federal law.

With the requests for Final Progress Payment, the Contractor shall submit any remaining requests for Change Orders with all information required by Section 01 26 63, and Article 3 and 17.

Section 25.02. CONSTRUCTION MANAGER ESTIMATE.

Upon receipt of all required submittals and the Contractor's Requests for Final Payments, the Architect shall conduct a final inspection to identify any deviations from the Contract Documents in the Work, and work with the Construction Manager to estimate the cost of corrections of such deviations.

After Final Inspection, the Construction Manager shall prepare an estimate of the final sum due the Contractor. Said estimate shall take into account the Contract Price, as adjusted by any Change Orders; amounts previously paid; the Final Progress Payment; and sums to be withheld and/or retained for claims against the Project for incomplete work, liquidated damages, and for any other cause under the Construction Agreement. The final estimate shall be transmitted to the Contract Administrator along with the Contractor's Request for final payment. The Construction Manager shall deliver a copy of this transmittal to the Contractor.

The Construction Manager's estimate shall address whether the completion date for purposes of calculating liquidated damages should relate back to the date of the Contractor's Request for Final Payment, pursuant to Section 3.10.

Section 25.04. PROJECT ACCEPTANCE AND RECORDATION OF NOTICE OF COMPLETION.

Acceptance of the Work by the Contract Administrator and the recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the Work shall then be fully and satisfactorily completed and the provisions of the Contract Documents fully and satisfactorily performed in all respects. The Notice of Completion shall specify the date of Acceptance as the Final Completion date, and shall be recorded in the manner provided by law.

The County reserves all rights provided by law and/or the Contract Documents if the Work is not fully satisfactory and complete in all respects.

Section 25.05. DETERMINATION OF FINAL PROGRESS PAYMENT AND WITHHOLD AMOUNT.

After the Contract Administrator has approved a Final Contract Price and Time, the Contract Administrator shall adjust the withhold Amount, as follows:

A. At no time shall the withhold amount be less than five (5%) percent of the Final Contract Price, or One-Hundred-twenty-Five percent (125%) of the total of all claims against the Project from all sources, including the County, whichever is the greater amount,

B. The Contract Administrator is authorized to withhold additional sums necessary to protect the County in their sole discretion, if claims, including State or Federal prevailing wage claims, and/or stop notices are filed, or to secure the County's own claims.

C. The Contract Administrator is authorized to process payment(s) to the Contractor, at such frequency as the Contract Administrator shall determine, when the Contractor has provided acceptable submittals with its request(s) for release of withheld amounts, as specified in Section 25.06.

Section 25.06. SUBMITTALS FOR RELEASE OF WITHHELD AMOUNTS.

With its request for release of amounts withheld and/or retained by the County, the Contractor shall submit the following:

A. Receipts and unconditional lien releases on forms standard in the industry and approved by the County, from all first-tier subcontractors, releasing the County from any and all further claim or liability.

B. Receipt of releases, including stop notice releases if stop notices have been filed, from any persons or firms claiming against the Project; or fully executed agreements by such claimants specifying a settlement of their claims.

C. Releases and authorizations to pay from any State or Federal agency claiming against the Project, including prevailing wage claims.

The maximum amount the Contractor may request to be released shall not exceed the amount specified in Section 25.05-A.

Section 25.07. ADMINISTRATION OF WITHHOLD ACCOUNT.

The County reserves all rights regarding its administration of the withhold fund, with or without filed stop notices, including all judicial remedies provided by law. In its sole discretion, the County may contact such claimants, or any of them, and reach independent settlement of their claims, through use of warrants jointly payable to claimants or otherwise. In addition, the County is authorized to retain sums as needed, in its sole discretion, to secure its own claims.

Section 25.08. PAYMENT OF WITHHELD AMOUNTS.

On the thirty-fifth (35th) calendar day following the date of recordation of the Notice of Completion, the undisputed balance owing in the withhold account shall be available for payment to Contractor.

The "undisputed balance owing" shall be the difference between the initial Contract Price plus increases to the Contract Price authorized by Change Orders less the following amounts:

A. All payments made to date;

B. One Hundred Twenty-Five percent (125%) of the total amounts claimed in unresolved stop notices on file with the County or wage claims and related penalties in the jurisdiction of any State or Federal wage compliance office;

C. The total of any claims by the County for defective work, and/or liquidated damages.

The balance owing shall be "due and payable" upon presentation by the Contractor of unconditional releases executed by the Contractor, releasing County from all claims arising by virtue of the Construction Agreement related to the amounts released from the withhold.

If the Contractor disputes the amount owing by the County, the final balance in the Withhold Account shall become due and payable only upon execution by the Contractor and the County of an accord and satisfaction agreement acceptable to both, by which both release the other from all claims.

If the Contractor accepts the final balance in the Withhold Account as the total due and payable by the County, and provides a written final unconditional release, the accord and satisfaction agreement shall not be required.

Nothing in this Article shall be construed as requiring the Contractor to waive any claim against the County in violation of Public Contract Code section 7100, nor as constituting a waiver by the County of any claim or legal right against the Contractor.

Section 25.09. NON-WAIVER.

Neither acceptance of, nor payment for the Work or any part thereof, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any of the provisions of the Construction Agreement, nor shall a waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. In addition, adoption of a Resolution of Acceptance and recordation of a Notice of Completion shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of the Agreement.

Section 25.10. WORK AFTER NOTICE OF COMPLETION.

Contractor shall do no work after recordation of a Notice of Completion, save only work required by the warranties and guarantees provided under the Construction Agreement or as otherwise requested by the County in writing.

Section 25.11. STOP PAYMENT NOTICES; WHERE TO FILE; ENFORCEMENT.

All persons are advised hereby that all Preliminary Notices and Stop Payment Notices shall

be filed at the following address:

Mendocino County General Services Agency
841 Low Gap Road
Ukiah, CA 95482
Attention: Doug Anderson

The envelopes and the Notice shall clearly designate the name of the Project.

The Contractor shall cause the provisions of this Section to be inserted in all subcontracts and material contracts executed by the Contractor and notice of this provision shall be given to all persons furnishing materials for the Work.

All Stop Payment Notice claimants are referred to Civil Code section 9352 for the required contents of a Stop Payment Notice, and Civil Code section 9350 et seq. regarding enforcement/release of a Stop Payment Notice.

ARTICLE 26
NOT USED

ARTICLE 27

COUNTY'S RIGHT TO TERMINATE CONSTRUCTION SERVICES

Section 27.01. GROUNDS FOR TERMINATION.

The County reserves the right to terminate the construction services of the Contractor at any time upon determination by the Board of Supervisors that termination of the construction services is in the best interest of the County.

A. Termination for Convenience: If the construction services of the Contractor are terminated for County's convenience as provided herein, all finished or unfinished Work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for Work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by the Contract Administrator, and without profit, for all work performed to secure the project for termination and to demobilize.

B. Termination for Cause: If the Contractor is adjudged as bankrupt or insolvent, makes a general assignment for the benefit of its creditors, has a trustee or receiver appointed for any of its property, files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, fails to supply sufficient skilled workers or suitable material or equipment on more than one occasion, fails to make prompt payments to subcontractors for labor, materials, or equipment on more than one occasion, disregards the authority of the Inspector, or otherwise violates any provision of the Contract Documents, such occurrence shall constitute a default and the County may, without prejudice to any other right or remedy, terminate the construction services for cause.

Section 27.02. PROCEDURE FOR TERMINATION.

Upon the certification of the Contract Administrator that sufficient cause exists to justify the termination, the County Board of Supervisors may, without prejudice to any other right or remedy of the County, direct the County to give written notice to Contractor and their surety or sureties of its intention to terminate the Contractors construction services.

If the County notifies the Contractor of its intention to terminate construction services for cause, the Contractor shall have the opportunity to cure the conditions constituting default within seven (7) days of receiving notice of the default from the County, and any extensions that may be granted by the County which shall not be unreasonably withheld. If the Contractor fails to remedy or fails to engage in reasonable actions to cure the conditions constituting default within the time specified, the County may then terminate the Contractor's construction services for cause by delivering written notice of termination to the Contractor.

In the event of any such termination, the County shall immediately give written notice thereof to the Contractor's surety and tender the Contract to the surety to assume the obligations thereof under its bond. If the surety does not commence performance of the Work within fourteen (14) days after service of the notice of termination and tender, the County may take over the Work and prosecute the same to completion by contract or by any other method it may deem available, and the Contractor and its sureties shall be liable to the County for any costs occasioned by the County thereby. In such event, the County may, without liability, take possession of and utilize any materials as may be on the Site in completing the Work. In any such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

Section 27.03. RECONSTRUCTION IN EVENT OF LOSS.

In the event of a partial or total destruction of any or all of the Work or materials to be provided pursuant to this Construction Agreement, at any time prior to the Final Completion of the contract and the Acceptance of the Work thereof by the County, the Contractor promptly shall reconstruct, repair, replace or restore, all work or materials so destroyed at no cost to the County, except as otherwise provided by Public Contract Code section 7105.

Nothing herein provided shall in any way excuse the Contractor from the obligation of furnishing all the required materials and completing the Work in full compliance with the terms of the Contract Documents; provided that a reasonable time extension shall be negotiated by the parties for *force majeure* events.

Section 27.04. NOT USED.

Section 27.05. NATIONAL EMERGENCIES.

This Construction Agreement is subject to termination during a national emergency as provided by Section 4410 and 4411 of the Government Code.

Section 27.06. OWNER'S RIGHTS AFTER TERMINATION OF CONTRACT SERVICES.

Where the Contractor's services have been so terminated by the County, said termination shall not affect any right of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from compliance with the Contract Documents.

A. If the unpaid balance of the Contract Price exceeds the County's direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor or the surety. If the sums under the Construction Agreement are insufficient for completion, the Contractor or Surety shall pay the County all costs in excess of the Contract Price within 30 days after the completion of the Work. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or coming due from the County.

B. If the Surety assumes any part of the Work, it shall take the Contractor's place in all respects for that part and shall be paid by the County for all work performed by it in accordance with the Contract. If the Surety assumes the entire Construction Agreement, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Construction Agreement.

C. The provisions of this Section shall be in addition to all other rights and remedies available to the County under law.

Subsequent to Notice of Termination: If, after Notice of Termination for cause, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the provisions of Section 27.01, "Termination for Convenience." The Contract shall be equitably adjusted to compensate for such termination in accordance with

Section 27.01 A.

Section 27.07. SUSPENSION OF WORK.

A. County May Suspend: The County may suspend the Work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Contract Administrator which shall fix the date on which Work shall be resumed.

B. Resumption of Work: The Contractor will resume that Work on the dates so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributed to any suspension.

ARTICLE 28

ADDITIONAL PROVISIONS

Section 28.01. CONFLICT OF INTEREST.

No official of the County who is authorized on behalf of the County to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in the Construction Agreement or in any part thereof.

No officer, employee, architect, construction manager, attorney, engineer or inspector of or for the County who is authorized on behalf of the County to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in the Construction Agreement or any party thereof.

Section 28.02. NOTICES.

Any notice from one party to the other pursuant to the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manners: If the notice is given to the County Administrator, it must be personally served at their office, or by depositing the same in the United States Mail in a sealed envelope, correct postage prepaid, and correctly addressed to the address shown the Notice to Bidders.

If the notice is given to the Contractor, it must be by personal delivery thereof to Contractor or to Contractor's Project Superintendent at the Site of the Work, or by depositing the same in the United States Mail, in a sealed envelope, addressed to the Contractor at the place designated in the Bid by the Contractor for the receipt of correspondence.

If the notice is given to a surety of the Contractor, it must be by personal delivery to such surety or by depositing the same in the United States Mail, in a sealed envelope, addressed to such surety or other person at the address last communicated by them to the County. Copies of all such notices shall be delivered to the Contractor.

Section 28.03. NO VERBAL AGREEMENTS.

No verbal agreement or conversation with any officer, agent, or employee of the County, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle the Contractor to any additional payment or time to perform whatsoever under the terms of the Construction Agreement.

Section 28.04. EXAMINATION OF PROPOSED PROJECT LOCATION AND CONTRACT DOCUMENTS.

By submitting its Bid, and executing the Construction Agreement, the Contractor warrants that prior to bidding, it carefully examined the location of the Project, that it carefully reviewed the Contract Documents, and that it is fully aware of all the Work called for by the Contract Documents, the nature of the Site, and the requirements of all Specifications including these General Conditions. The Contractor also warrants that it is familiar with all relevant circumstances and conditions affecting construction projects in Mendocino County, California, and the particular site, and has the requisite experience and skill to perform the Construction Agreement on the Site of the Project.

Section 28.05. NOTICE OF POTENTIAL CLAIMS.

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act or failure to act, by the County or any of its officers, agents, or employees, or the happening of any event, thing or occurrence, unless they shall have given the County written notice of potential claims as specified herein.

The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation should be paid, a firm estimate or accounting of the cost involved, and, insofar as possible, the total amount of the claim.

Such notice must have been given to the County prior to the time that the Contractor shall have performed the Work giving rise to the potential claim, if based on an act or failure to act by the County, or in all other cases within five (5) days after the happening of the event, thing, or occurrence giving rise to the potential claim or such other time as may be specified herein.

It is the intention of this Section that differences between the parties arising as a result of performance of the contract shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that they shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence, for which no written notice of potential claim was filed as required by this Section.

This Section shall not supersede, but shall be superseded by, any provisions of these Contract Documents, which specifically set forth the procedure for the Contractor to give notices of claims to the County in any particular case.

Section 28.06. NOT USED.

Section 28.07. DISPUTE RESOLUTION.

A. Continue Work During Dispute: In the event of any dispute between the County and the Contractor, the Contractor will not stop work but will prosecute the work diligently to completion in the manner directed by the County, and the dispute shall be resolved by a court of law after completion of the work. However, all disputes, except for tort claims, must be submitted by Contractor in accordance with the subsequent provisions of this Section.

B. County's Review of Claim: The County Administrator shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the Architect and Construction Manager and, within the time stipulated in this Section, render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of the County Administrator shall be final and conclusive except as is otherwise provided herein.

C. Requirements for Filing a Claim: All claims under this contract shall be subject to the following statutory requirements:

1. Public Contract Code Section 9204: Claim resolution process for claim by contractor in connection with public works project.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)

(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public

authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)

(1)

(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly

noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

2. Public Contract Code Section 20104: Application of article; provisions included in plans and specifications

(a)

(1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)

(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

3. Public Contract Code Section 20104.2: Requirements to submit claim; Agency's response; Dispute by claimant over response; Failure of agency to respond; Inapplicability of article to tort claims

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

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)

(1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall

be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)

(1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy–five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

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

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

4. Public Contract Code Section 20104.4: Procedures to resolve claims

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

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive

pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15–day period, any party may petition the court to appoint the mediator.

(b)

(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

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

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

Public Contract Code Section 20104.6: Payment of portion of claim which is undisputed; Payment of interest on arbitration award or judgment(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

D. Claims over $375,000: Claims over $375,000 shall be submitted to mandatory non-binding mediation. The parties will endeavor to settle the claim in an amicable manner, using mandatory non-binding mediation under the Construction Industry Mediation Rules of the American Arbitration Association or any other neutral organization agreed to by the parties. Mediation is mandatory before either party may have recourse in a court of

law.

1. Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

2. Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the claim. Preferably, the mediator will be knowledgeable in public works construction and may be selected from lists furnished by the American Arbitration Association or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within ten (10) business days after the date the final determination is issued, unless a longer period is mutually agreed to in writing by the Contractor and the County.

3. Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the claim, though the County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

4. Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

SECTION 008110 - UNFORESEEN PHYSICAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes special requirements for unforeseen hidden conditions, differing site conditions and underground facilities as required for California Public Works Contracts.

1.2 UNFORESEEN SITE CONDITIONS

A. Pursuant to Section 7104 of the California Public Contract Code, if any of the following conditions, hereinafter called hidden conditions, are encountered at the site, then Contractor shall promptly, before such conditions are disturbed and in no event later than three (3) days after discovery, notify County in writing using the "Hidden Conditions Report" attached to this Document:

1. Material that Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or a Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
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 Documents.

B. Conditions that are not unforeseen, hidden, unknown or differing site and building conditions include but are not limited to, the following.

1. All that is indicated in or reasonably interpreted from the Contract Documents.
2. All that is indicated in or reasonably interpreted from the Reference Documents specified in Section 010100, “Summary of Work”.
3. All that could be seen on site and that could be observed.
4. Conditions that are materially similar or characteristically the same.
5. Conditions where the location of the building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.

C. County will promptly investigate the hidden conditions reported.

1. If County determines that the reported conditions are inherent in work of the character provided for in the Contract Documents or observed by examination of the

site and Reference Documents, or that the condition is not hidden, unforeseen or materially different, Contractor shall execute the Work at no additional cost to County.

2. If County determines that the conditions are hidden conditions that do differ materially or involve hazardous waste, and that they will cause a decrease or increase in Contractor's cost of performance of any portion of the work, a Change Order will be issued for compensation of such portion of the work as provided in the Contract Documents.
3. If County determines that the conditions are hidden conditions and that they will materially affect the performance time, Contractor, upon submitting a written request, will be granted a Change Order subject to the provisions of the Contract Documents.

    a. Time extensions or contract costs will not be granted for delays that could be or could have been avoided by Contractor redirecting his forces and equipment to perform other work on the Contract.

D. Should Contractor disagree with County's determination, Contractor shall submit a Request for Information (RFI) to County that the condition is not indicated in or reasonably interpreted from the Contract Documents, and that the condition is not similar in character to the material that could have been observed by examination of the site and Reference Drawings, but that the condition is materially different and the condition is unforeseen and unknown.

1. Contractor shall submit proof with written explanation, drawings, photographs, material and labor cost breakdowns, and other relevant data to show the condition.
2. County will review Contractor's submission and make a determination. Contractor shall not file a claim or submit a Proposed Change Order before County makes the determination.
3. In the event of continued disagreement, 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.
4. Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of an RFI and protests between the contracting parties.

1.3 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

A. In accordance with the provisions of Section 4215 of the California Government Code, County will assume the responsibility for the removal, relocation, or protection of existing main or trunk-line utilities located on the site of the Contract work, if such utilities are not identified in the Contract Documents.

B. Contractor shall within 24 hours of discovery notify County and the public utility in writing of such utility facilities it discovers while performing the work which are not identified in the Contract Documents.

1. Contractor shall negotiate with the owner of the utility, who shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.

C. Contractor shall not be assessed liquidated damages for delay to Substantial Completion if the delay was caused by such existing utilities in direct conflict with the work and not shown on the Drawings.

D. Contractor will be compensated under the provisions of Section 01 26013 – Change Orders for extra work involving existing utilities not shown on the Drawings or included in the Specifications but in direct physical conflict with Contractor's operations.

1. This extra work shall include the following costs:
   a. Locating, supporting, working around, and protecting or repairing damage not due to the failure of Contractor to exercise reasonable care.
   b. Removing and relocating, as directed by County, existing main or trunk line utility facilities located on site but not indicated on the Drawings and Specifications with reasonable accuracy.
   c. Equipment on the project necessarily idled during such work.

E. Contractor shall not be entitled to any adjustment in the Contract Sum or Time if the existence of such condition:

1. Could have been reasonably discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Contract Documents to be conducted by or for Contractor prior to commencing such work, or
2. Could have been inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the work site.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

HIDDEN CONDITIONS REPORT (HCR)

Mendocino County SB844 Jail Project HCR No. _____

Submitted By: _____ Date: _____

	Ctr to PM	PM to Arch	Arch to PM	PM to Ctr
Date Sent:	_____	_____	_____	
Date Received:	_____	_____	_____	

Type of Conditions Reported:

☐ Site Work ☐ Structural ☐ Architectural ☐ HVAC
☐ Plumbing ☐ Fire Protection ☐ Electrical ☐ Other

Location and Reference to Drawing: _____

Conditions Reported: _____

Investigated By: _____ Firm: _____ Date: _____

☐ Check this box if the hidden condition reported is not hidden. Reply with location(s) where the information can be obtained.

Reply of Findings: _____

By:_____ Firm:_____ Date:_____

The reply is a finding from the investigation. No change in the Contract Sum or Time is authorized. See Specifications Document 008110 for the timeliness of investigation.

END OF SECTION

SECTION 008510 - DRAWING INDEX

For The Mendocino County SB844 Jail Project
Contract Drawings issued by Nacht & Lewis Architects on October 28, 2022
Office of the State Fire Marshall (OFSM) File No. 22-N-0484-CP-RJ
BSCC Review No. 045-3105-01

Including the following drawing sheets:

CIVIL

T0.0	TITLE SHEET
C0.00	TITLE SHEET
C0.01	NOTES
C0.02	CONTROL SHEET
C1.00	DEMO PLAN
C2.00	GRADING & DRAINAGE PLAN
C2.01	GRADING & DRAINAGE PLAN
C2.02	GRANDING, DRAINAGE & PAVING PLAN - ADD ALTERNATE #5
C3.00	UTILITY PLAN
C4.00	EROSION CONTROL PLAN
C5.00	DETAILS
C5.01	DETAILS

LANDSCAPE

L1.0	LANDSCAPE IRRIGATION PLAN
L1.1	LANDSCAPE IRRIGATION DETAILS
L1.2	LANDSCAPE IRRIGATION DETAILS
L2.0	LANDSCAPE PLANTING PLAN

ARCHITECTURAL

A0.00A	EXISTING SITE PLAN (PHASE 0)
A0.00B	CONSTRUCTION SITE PLAN (PHASE 1)
A0.00C	CONSTRUCTION SITE PLAN (PHASE 2)
A0.00D	NEW SITE PLAN (PHASE 3)
A0.01	CODE ANALYSIS - SITE PLAN
A0.02	FENCE PLAN
A0.03	SITE DETAILS
A0.04	SITE DETAILS
A0.05	SITE DETAILS
A0.06	EXTERIOR CATWALK STAIR, GATE SCHEDULE & GATE TYPES
A0.07	SITE ENLARGEMENTS -- STRIPING PLANS
A0.08	SITE ENLARGEMENTS -- STRIPING PLANS
A0.09	PARTITION TYPES - GROUND FLOOR
A0.10	PARTITION TYPES - TIER LEVEL
A0.11	CODE ANALYSIS - EXITING

A0.12	CODE ANALYSIS - CONSTRUCTION
A0.13	CBC 1231 & 11B REFERENCE CHECKLISTS
A0.17	CAL GREEN CHECKLIST
A0.20	FIRE RATED UL ASSEMBLIES
A0.21	FIRE RATED UL ASSEMBLIES
A0.22	FIRE RATED UL ASSEMBLIES
A0.23	FIRE RATED UL ASSEMBLIES
A0.24	FIRE RATED UL ASSEMBLIES
A0.25	FIRE RATED UL ASSEMBLIES
A0.26	FIRE RATED UL ASSEMBLIES
A0.27	FIRE RATED UL ASSEMBLIES
A0.28	FIRE RATED UL ASSEMBLIES
A0.29	FIRE RATED UL ASSEMBLIES
A0.30	FIRE RATED UL ASSEMBLIES AND AMMR
A1.01	FLOOR PLAN - GROUND FLOOR
A1.02	FLOOR PLAN - TIER LEVEL
A1.03	PARTIAL FLOOR PLAN - EXISTING JAIL
A1.06	DIMENSION PLAN - GROUND FLOOR
A1.07	DIMENSION PLAN - TIER LEVEL, ROOF SLOPE PLAN
A1.08	ROOF PLAN
A2.01	REFLECTED CEILING PLAN - GROUND FLOOR
A2.02	REFLECTED CEILING PLAN - TIER LEVEL
A3.00	EXTERIOR ELEVATIONS
A3.01	EXTERIOR ELEVATIONS
A3.02	ENLARGED ELEVATION
A4.00	BUILDING SECTIONS
A4.01	BUILDING SECTIONS
A4.02	WALL SECTIONS
A4.03	WALL SECTIONS
A4.04	WALL SECTIONS
A4.05	WALL SECTIONS
A4.06	WALL SECTIONS
A4.07	WALL SECTIONS
A4.08	WALL SECTIONS
A4.09	WALL SECTIONS
A6.00	DOOR SCHEDULE
A6.01	DOOR SCHEDULE & WINDOW TYPES
A6.10	FINISH SCHEDULE
A6.20	FINISH FLOOR PLAN - GROUND FLOOR
A6.21	FINISH FLOOR PLAN - TIER LEVEL
A7.01	ENLARGED FLOOR PLAN - AREA A
A7.02	ENLARGED FLOOR PLAN - AREA B
A7.03	ENLARGED FLOOR PLAN - AREA C

A7.04	ENLARGED FLOOR PLAN - AREA D
A7.05	ENLARGED FLOOR PLAN - AREA E
A7.06	ENLARGED FLOOR PLAN - AREA F
A7.07	ENLARGED FLOOR PLAN - AREA G
A7.08	ENLARGED FLOOR PLAN - MEZZANINE
A7.09	ENLARGED FLOOR PLAN - RESTROOMS, TYP. CELLS
A7.50	INTERIOR ELEVATIONS
A7.51	INTERIOR ELEVATIONS
A7.52	INTERIOR ELEVATIONS
A7.53	INTERIOR ELEVATIONS
A7.54	INTERIOR ELEVATIONS
A7.55	INTERIOR ELEVATIONS
A7.56	INTERIOR ELEVATIONS
A8.00	PARTITION TYPES & DETAILS
A8.01	HEAD OF WALL DETAILS
A8.20	INTERIOR TIER STAIR & DETAILS
A8.40	INTERIOR DETAILS
A8.41	INTERIOR DETAILS
A8.42	INTERIOR DETAILS
A8.43	CASEWORK DETAILS
A8.50	OPENING DETAILS
A8.51	OPENING DETAILS
A8.60	CEILING DETAILS
A8.70	EXTERIOR DETAILS
A8.71	EXTERIOR DETAILS
A8.81	SIGNAGE PLAN - GROUND FLOOR
A8.82	SIGNAGE PLAN - TIER LEVEL
A8.83	SIGNAGE DETAILS
A9.00	FF&E SCHEDULE
A9.01	FF&E FLOOR PLAN - GROUND LEVEL
A9.02	FF&E FLOOR PLAN - TIER LEVEL

STRUCTURAL

S0.01	GENERAL NOTES & ABBREVIATIONS
S0.02	GENERAL NOTES
S0.03	GENERAL NOTES
S0.04	STATEMENT OF SPECIAL INSPECTIONS
S0.05	STATEMENT OF SPECIAL INSPECTIONS
S0.11	TYPICAL DETAILS - CONCRETE
S0.21	TYPICAL DETAILS - MASONRY
S0.22	TYPICAL DETAILS - MASONRY
S0.31	TYPICAL DETAILS - STRUCTURAL STEEL
S0.32	TYPICAL DETAILS - STRUCTURAL STEEL

S0.41	TYPICAL DETAILS - METAL DECK
S0.51	TYPICAL DETAILS - COLD FORMED STEEL
S0.52	TYPICAL DETAILS - COLD FORMED STEEL
S0.53	TYPICAL DETAILS - COLD FORMED STEEL
S1.01	FOUNDATION PLAN
S1.01A	FOUNDATION PLAN - DIMENSIONS
S1.01B	CATWALK - DIMENSIONS
S1.02	TIER LEVEL & LOW ROOF FRAMING PLANS
S1.02A	TIER LEVEL - DIMENSIONS
S1.03	ROOF FRAMING PLAN
S1.03A	ROOF FRAMING PLAN - DIMENSIONS
S1.04	WALKWAY FOUNDATION PLAN & DETAILS
S1.05	WALKWAY FRAMING PLAN & DETAILS
S2.01	WALL ELEVATIONS
S2.02	WALL ELEVATIONS
S2.03	WALL ELEVATIONS
S2.04	WALL ELEVATIONS
S3.01	BRACED FRAME ELEVATION & DETAILS
S4.01	SECTIONS & DETAILS
S4.02	SECTIONS & DETAILS
S5.01	DETAILS - FOUNDATION
S6.01	DETAILS - FRAMING
S6.02	DETAILS - FRAMING
S6.03	DETAILS - FRAMING
S6.04	DETAILS - FRAMING
S6.05	DETAILS - FRAMING

FIRE PROTECTION, MECHANICAL & PLUMBING

FP0.01	FIRE PROTECTION LEGENDS & NOTES
FP2.01	FIRE PROTECTION FLOOR PLAN - GROUND LEVEL
FP2.02	FIRE PROTECTION FLOOR PLAN - TIER LEVEL
M0.01	MECHANICAL LEGENDS & NOTES
M0.02	MECHANICAL SCHEDULES
M0.03	MECHANICAL SCHEDULES
M0.04	T24 COMPLIANCE
M0.05	T24 COMPLIANCE
M1.01	HVAC ZONE PLAN - GROUND LEVEL
M1.02	HVAC ZONE PLAN - TIER LEVEL
M2.01	HVAC FLOOR PLAN - GROUND LEVEL
M2.02	HVAC FLOOR PLAN - TIER LEVEL
M2.03	HVAC FLOOR PLAN - ROOF LEVEL
M3.01	HVAC PIPING PLAN - GROUND LEVEL
M4.01	HVAC FLOOR PLAN - ENLARGED ADMIN AREA

M4.02	HVAC SECTIONS
M5.01	HVAC DETAILS
M5.02	HVAC DETAILS
M5.03	HVAC DETAILS
M6.01	HVAC PIPING DIAGRAMS
M7.01	HVAC CONTROLS
M7.02	HVAC CONTROLS
P0.01	PLUMBING LEGENDS, NOTES & SCHEDULES
P0.02	PLUMBING FIXTURE SCHEDULE
P2.00	PLUMBING FLOOR PLAN - UNDERGROUND
P2.01	PLUMBING FLOOR PLAN - GROUND LEVEL
P2.02	PLUMBING FLOOR PLAN - TIER LEVEL
P2.03	PLUMBING FLOOR PLAN - ROOF LEVEL
P4.01	PLUMBING RISER DIAGRAMS
P4.02	PLUMBING RISER DIAGRAMS
P4.03	PLUMBING RISER DIAGRAMS
P5.01	PLUMBING DETAILS
P5.02	PLUMBING DETAILS

FIRE ALARM, ELECTRICAL & TELECOM

FA0-01	NOTES, LEGENDS, SHEET INDEX AND ABBREVIATIONS
FA1-01	FIRE ALARM SITE PLAN
FA2-01	FIRE ALARM PLAN - GROUND FLOOR
FA2-02	FIRE ALARM PLAN - TIER LEVEL
FA3-01	FIRE ALARM BLOCK DIAGRAM AND SCHEDULES
FA3-02	FIRE ALARM INSTALLATION DETAILS
FA3-03	FIRE ALARM INTERFACE DETAILS
E0-01	NOTES, ABBREVIATIONS, SHEET INDEX AND SYMBOL LIST
E0-02	SINGLE LINE DIAGRAM AND LIGHTING FIXTURE SCHEDULE
E0-03	ELECTRICAL PANEL SCHEDULES
E1-01	ELECTRICAL SITE PLAN
E1-02	ELECTRICAL SITE PLAN
E2-01	LIGHTING PLAN - GROUND FLOOR
E2-02	LIGHTING PLAN - TIER LEVEL
E2-03	SITE LIGHTING PHOTOMETRIC
E2-04	GROUND LEVEL EMERGENCY LIGHTING PHOTOMETRIC
E2-05	TIER LEVEL EMERGENCY LIGHTING PHOTOMETRIC
E3-01	POWER PLAN - GROUND FLOOR
E3-02	POWER PLAN - TIER LEVEL
E4-01	TITLE 24 LIGHTING SCHEMATIC (NON-SECURED AREAS)
E4-02	LIGHTING CONTROL DIAGRAMS (SECURED AREAS)
E4-03	LIGHTING CONTROL DIAGRAMS (SECURED AREAS)
E4-04	LIGHTING CONTROL DIAGRAMS (SECURED AREAS)

E5-01	PANELBOARD SCHEDULE
E6-01	ELECTRICAL DETAILS
E6-02	ELECTRICAL DETAILS
EC0-01	NOTES, LEGENDS, SHEET INDEX AND ABBREVIATIONS
EC1-01	COMMUNICATIONS SITE PLAN
EC2-01	COMMUNICATIONS PLAN - GROUND FLOOR
EC2-02	COMMUNICATIONS PLAN - TIER LEVEL
EC301	TELECOM DETAILS, DIAGRAMS AND ENLARGED ROOM LAYOUT
EC3-02	COMMUNICATIONS GROUNDING SYSTEM
EC3-03	COMMUNICATIONS PATHWAY AND DUCT BANK DETAIL
EC3-04	COMMUNICATIONS VAULT DETAILS

SECURITY

SE0-01	GENERAL NOTES LEGENDS & ABBREVIATIONS
SE1-01	SECURITY ELECTRONICS DEVICE SITE PLAN
SE2-01A	SECURITY ELECTRONICS VISITORS CENTER DEVICE PLAN
SE2-01B	SECURITY ELECTRONICS HOUSING UNIT DEVICE PLAN
SE2-02	SECURITY ELECTRONICS HOUSING UNIT TIER DEVICE PLAN
SE3-01	ENLARGED ROOM LAYOUTS
SE4-01	SINGLE LINE DIAGRAMS
SE4-02	SINGLE LINE DIAGRAMS
SE5-01	INSTALLATION DETAILS AND CAMERA SCHEDULE

AUDIO VISUAL

TA-001	GENERAL NOTES
TA-002	SYMBOL SCHEDULE
TA-201	GROUND FLOOR AV DEVICE PLAN
TA-601	GROUND FLOOR AV DEVICE RCP PLAN
TA-602	TIER LEVEL AV DEVICE RCP PLAN
TA-701	AUDIOVISUAL FUNCTIONAL DIAGRAMS
TA-702	AUDIOVISUAL CATV SYSTEM SINGLE LINE DIAGRAM
TA-901	DETAILS - RACK R18
TA-902	DETAILS - FLAT PANEL WALL BOX AND ASSEMBLY

SECTION 011000 - SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Type of Contract.

B. Contract description.

C. Contractor's use of Site and premises.

D. Environmental Management.

E. Hazardous Material (Hazmat) – Requirements, Identification, and Procedures.

F. Materials and Workmanship.

G. Accident Prevention and Protection of Lives and Health.

H. Utilities.

I. Protection of Existing Adjacent Facilities.

J. Responsibility for Theft and Damage.

K. Fire Protection.

L. Emergency Conditions.

M. Protection of Archaeological Resources.

N. Construction Traffic Mitigation Plan.

O. Construction Visitors Procedures.

P. Health and Safety Plan.

Q. Specification Formats and Conventions.

R. Titles and authority of the County and Project Architect/Engineer/Consultant personnel involved in this Project.

1.2 REFERENCES

A. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Section 01 42 00 for definitions, acronyms, and abbreviations.

B. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.

C. Referenced Standards, Manuals, and Codes:

1. The Associated General Contractors of America (AGC) – Manual of Accident Prevention for Construction.
2. California Code of Regulations (CCR):
   a. Title 8, Division 1, Chapter 3.2 – California Occupational Safety and Health Regulations (Cal/OSHA).
   b. Title 8, Division 1, Chapter 4, Sub-Chapter 4 – Construction Safety Orders.
   c. Title 24, Part 2 – 2019 California Building Code (CBC).
3. California Fire Code (CFC) – Chapter 33.
4. Occupational Safety and Health Act (OSHA) of 1970.
5. NFPA 10 – Standard for Portable Fire Extinguishers.
6. NFPA 241– Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.3 TYPE OF CONTRACT

A. Project will be constructed under Single Lump Sum Prime Contract.

1.4 CONTRACT DESCRIPTION

A. Project Title and Location: County of Mendocino SB844 Jail Project, CP915, 951 Low Gap Rd. Ukiah, CA. 95482

B. Work of the Project includes, but is not limited to, construction of the following items:
   1. Clear the Site of existing facilities, utilities, all vegetation, paving, rubble and other existing Site improvements as indicated, and as required to provide new Work.
   2. Provide and maintain barricades, fences and other protective devices as required by County ordinances and codes, and as required to protect the public and personnel, for the duration of construction.
   3. Perform all excavation, fill, backfill, shoring, bracing and other incidental work required to complete the construction as shown.
   4. Perform all construction of structures and improvements, installation of systems and finishes and other miscellaneous work as shown and specified, and as may be authorized by County.

C. Regulatory Requirements for Construction Safety: Contractor shall provide and use all means necessary to ensure that physical work to be performed is within construction standards as set by CBC Chapter 33, CFC Chapter 33, NFPA 241, General Safety Orders of Title 8, California Code of Regulations, and as set by CAL-OSHA requirements, local, State and National Building, Mechanical and Electrical Codes, latest editions, and safety requirements for secondary structures.

D. Existing Site Conditions: Contractor shall make a thorough examination of the Site to determine all existing conditions affecting the Work. The County has made available to the bidding Contractors the following reference documents for their use in such examination of existing site conditions.
   1. The project's California Environmental Quality Act (CEQA) Initial Study – Negative Declaration, dated November 2014 with Addenda

2. The revised Geotechnical report developed for the project site by GEOCON dated February 2019
3 The Underground Storage Tank (UST) Site closure report and documents for the former UST that was removed from the project site.

E. Work Not Included: Except for such auxiliary work as shown or specified, or is necessary as part of the construction, the following is NOT included in this Contract:
   1. Any work shown but marked "Not In Contract" (NIC) or otherwise designated to be done under another Contract or by County.
   2. Items noted NIC will be furnished and installed by and coordinated with the Work by Contractor.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

A. Construction Work Hours:
   1. Construction work hours for this Project are 7:00 AM to 5:00 PM, Monday through Friday.
   2. Contractor may submit a written request to begin earlier and/or work later than the hours prescribed above, which request may be granted by the County. However, should the County receive complaints regarding noise outside the allowable hours prescribed in the County Code, then the Contractor will have to return to conducting business within the County Code limits.
   3. Weekend Work: Contractor shall provide an advance written notice to the County, Construction Manager at least 48 hours prior to working on the weekend.
      a. Contractor shall obtain minimum 48 hour advance approval of the specific scope of work that will be occurring on the weekend.
   4. Premium Time Work: Contractor shall provide advance written notice to the County, Construction Manager at least 48 hours prior to performing premium time work.
      a. Contractor shall obtain minimum 48 hour advance approval of the specific scope of work that will require premium time work.

B. City of Ukiah sound ordinance §6054 CONSTRUCTION OF BUILDINGS AND PROJECTS: It shall be unlawful for any person within a residential zone, or within a radius of five hundred feet (500') therefrom, to operate equipment or perform any outside construction or repair work on buildings, structures or projects or to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist or any other construction type device (between the hours of 7:00 P.M. of one day and 7:00 A.M. of the next day) in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance unless beforehand a permit therefor has been duly obtained from the Director of Public Works.

C. The Project Site and staging areas are adjacent to facilities critical to operations of the County. Vehicle access, materials delivery and trucking shall be via routes approved by County; no exceptions will be allowed.

D. Coordinate use of the premises under the direction of County.

E. Assume full responsibility for the protection and safekeeping of materials, products, and equipment under this Contract, stored on the Construction Site or staging area.

F. Move any stored materials, products, and equipment under Contractor's control which interfere with the operations of County or a separate contractor.

G. Obtain and pay for the use of additional storage or work areas needed for Contractor's operations.

1.6 ENVIRONMENTAL MANAGEMENT

A. Contractor shall begin Construction and Operation MCAQMD permit applications no later than 14 days following Notice to Proceed.

B. Spills: Contractor shall clean up all fluid spills caused by leaks in the equipment or generated while Contractor is performing the Work under this Contract. Contractor shall provide drip catch pans for all equipment that drips or leaks oils or other fluids. Spills generated by Contractor's operation shall be cleaned up by Contractor at no cost to County.

C. Dust and Noise Control:

1. Precaution shall be exercised at all times to control dust and excessive noise created as a result of any operations during the construction period.
2. If serious problems and/or complaints arise due to airborne dust and excessive noise, and when directed by Construction Manager and County, operations causing such problems shall be temporarily discontinued until a suitable remedy is established. The remedy shall be approved by Construction Manager and County before implementation and shall be considered part of Contractor's normal effort to maintain safety and cleanliness without cause for further payment.

1.7 HAZARDOUS MATERIAL (HAZMAT) – REQUIREMENTS, IDENTIFICATION AND PROCEDURES

A. Existing conditions and Work to be accomplished under this Contract do not anticipate hazardous materials (Hazmat), such as asbestos-containing materials, lead-based paint, hydrocarbons, etc.

B. If there is a possibility of disturbing or contacting surfaces or materials containing hazardous materials (Hazmat) during execution of Work under this Contract, Contractor shall suspend Work in that area, immediately inform County, Construction Manager, and Architect, and follow directions and Hazmat-related procedures provided by County.

C. Removal, abatement, and disposal of hazardous materials, if discovered, shall follow the Soils Management Plan for procedure.

1.8 MATERIALS AND WORKMANSHIP

A. Except as otherwise specified all materials and equipment incorporated in the Work under the Contract shall be new. All workmanship shall be first-class and by persons qualified in the respective trades.

1.9 ACCIDENT PREVENTION AND PROTECTION OF LIVES AND HEALTH

A. Precaution shall be exercised at all times for protection of all personnel and occupants, including employees of Contractor and County and property.

B. The California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH, also known as Cal/OSHA) requirements for safety and health protection of workers and public apply. Other requirements not covered by Cal/OSHA, shall be in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

C. Comply with safety requirements of California Code of Regulations, Title 8, Division 1, Chapter 4, "Division of Industrial Safety," and Title 8, Division 1, Chapter 3.2, “Cal/OSHA Regulations”; California Code of Regulations, Title 24, California Building Code; and other applicable building and construction codes. Machinery, equipment, openings, power lines, and all other safety hazards shall be guarded or eliminated in accordance with safety requirements of Title 8, and Manual of Accident Prevention in Construction published by the Associated General Contractors of America.

1.10 UTILITIES

A. Excavation at the Project Site requires a call to Underground Service Alert North (USA North), 800-642-2444.

1. Contractor shall call USA North at least seven days prior to commencing excavation work. Obtain a ticket number and confirm service date for marking underground facilities (utilities).

2. Prior to placing the call, Contractor shall mark the outline of excavation with chalk, paint, or stakes, to enable representatives (locators) of USA North members to map the area for existing underground facilities (utilities).

B. Existing Utility or Data Interruptions: Do not interrupt utilities or data communications lines serving facilities occupied by County, adjacent properties, or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify County not less than five days in advance of proposed utility interruptions.

2. Obtain County's written permission before proceeding with utility interruptions.

C. Provide necessary protection to existing utility services and repair work damaged as a result of operations under this Contract.

1.11 COORDINATION WITH ADJACENT PROPERTY OWNERS

A. Demolition and construction operations that may affect adjacent property owners. All such work shall be coordinated with the adjacent property owners.

1.12 PROTECTION OF EXISTING ADJACENT FACILITIES

A. Contractor shall take appropriate measures to prevent damage to existing adjacent facilities, site work, landscaping, and adjoining property. Should damage occur, such facilities, site work, landscaping, and property shall be restored to original condition, at no cost to County.

1. Contractor shall arrange for protection of existing adjacent buildings at all times. Contractor shall furnish, install, and maintain, necessary barricades, temporary coverings, etc., as required for protection, and remove them at completion of the Work. When all Work is complete, damaged areas of the premises shall be restored to original undamaged

condition that existed prior to installation of temporary protection.

B. Housekeeping: The premises shall be kept in a clean, safe condition at all times. Rubbish shall be removed as fast as it accumulates.

C. Burning: Burning of refuse, debris, and construction waste at Project Site will not be permitted.

1.13 RESPONSIBILITY FOR THEFT AND DAMAGE

A. County will not be responsible for the loss or theft of Contractor's tools, equipment and materials.

1.14 FIRE PROTECTION

A. Contractor shall at all times maintain good housekeeping practices to reduce the risk of fire and water damage. All scrap materials, rubbish and trash shall be removed daily from Jobsite, inside and around the buildings or structures, as applicable, and shall not be scattered on adjacent property.

B. Suitable storage space shall be provided outside immediate building areas during construction for temporary storage of flammable materials and paints, as required by CFC Chapter 33 and NFPA 241. Excess flammable liquids being used shall be kept in closed metal containers during unused periods.

C. Contractor shall provide temporary fire extinguishers during construction in accordance with the recommendations of CBC Chapter 33, CFC Chapter 33, and NFPA Bulletins Nos. 10 and 241. However, in all cases a minimum of one fire extinguisher shall be available for use.

D. Under provisions of CFC Chapter 26 and Chapter 33, provide a fire extinguisher at each location where cutting, soldering, or welding is being performed. Where electric or gas welding or cutting work is done, interposed shields of noncombustible material shall be used to protect against fire damage due to sparks and hot metal. When temporary heating devices are used, a watchman shall be present to cover periods when other workmen are not on the premises.

1.15 EMERGENCY CONDITIONS

A. Emergency condition shall be any condition at the Project Site which has the actual or potential for significant adverse effects to persons or property, whether or not resulting from Contractor’s operations.

B. Immediate action shall be taken by Contractor by whatever means necessary to alleviate the condition and to prevent damage or injury to persons or property. Construction Manager and County, as appropriate, shall be notified of the existence of such a condition, but shall not be called upon to perform emergency service.

C. County may not respond to the emergency condition, which shall not be used as an excuse by Contractor to neglect immediate action; County will not be responsible or liable for any resulting conditions. Absence of Contractor’s Representative during emergency conditions at Jobsite shall not relieve Contractor from contractual responsibility of providing an immediate response to the situation, for restoration of conditions to normalcy.

D. If the emergency conditions are not caused by Contractor's fault or neglect, the Contract Sum shall be adjusted to reflect the actual direct field costs of labor and materials to perform and complete emergency measures.

E. The Contract Time shall also be adjusted to reflect the actual direct effect of such actions to the then critical path of the Construction Progress Schedule. The foregoing notwithstanding, adjustments of the Contract Sum or the Contract Time for actions taken by Contractor in response to emergency circumstances shall be subject to Contractor's strict compliance with all other applicable provisions of the Contract Documents relating to notices and time for delivery of notices.

1.16 PROTECTION OF ARCHAEOLOGICAL RESOURCES

A. Cultural Resources/Ground Disturbance - Workers shall monitor their ground-disturbing activities for the presence of previously unknown archaeological resources and/or human remains. Archaeological resources are broadly defined as the remains of past human activity. Such resources my include prehistoric or historic-period materials such as tools and tool fragments (e.g., arrowheads or stone chipping debris), hearth and food remains (e.g., fire-cracked rock, bones, shell, or historic-period trash), structural remains, and human remains. In the event of the discovery of such materials, all work shall be halted within a 50-foot radius of the discovery, and Construction Manager, County, and Architect shall be contacted for instruction.

B. In accordance with CEQA Subsection 15064.5 (f), should any previously unknown historic or prehistoric resources, including, but not limited to, charcoal, obsidian or chert flakes, grinding bowls, shell fragments, bone, pockets of dark, friable solids, glass, metal, ceramics, wood or similar debris be discovered during grading, trenching, or other on-Site excavation(s), earth work within 100 feet of these materials will be stopped until a professional archaeologist certified by the Registry of Professional Archaeologists (RPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation(s), as determined necessary.

C. In the event that paleontological resources are discovered, all construction activity will be halted within ten feet of the discovery. Notification procedures provided during the preconstruction meeting(s) will be followed. The decision to conduct paleontological salvage operations will be determined by the paleontologist in consultation with County staff and project management. If deemed significant, the paleontological finds will be salvaged in accordance with professional paleontological standards. This will include removal of identifiable paleontological remains, fossil preparation, and subsequent curation of these remains at a recognized repository such as the University of California Museum of paleontology.

D. If human remains are encountered, the Mendocino County Sheriff/ Coroner will be informed to determine if an investigation of the cause of death is required and/or if the remains are of Native American origin. Pursuant to Public Resources Code Section 5097.98, if such remains are of Native American origin, the nearest tribal relatives as determined by the State Native American Heritage Commission will be contacted to obtain recommendations for treating or removal of such remains, including grave goods, with appropriate dignity.

E. All persons working on-Site will be bound by contract and instructed in the field to adhere to these provisions and restrictions.

1.17 CONSTRUCTION TRAFFIC MITIGATION PLAN

A. Contractor shall prepare and submit for approval by Mendocino County a Construction Traffic Mitigation Plan within 30 days of the Notice to Proceed. Contractor shall be bound by the requirements of the City of Ukiah encroachment permit requirements.

B. Prepare a Construction Traffic Mitigation Plan (TMP) in consultation with the County of Mendocino and then the City of Ukiah and Ukiah Unified School District. The Contractor shall implement the construction TMP during Project construction. The TMP will address the following, but not be limited to:

1. Prepare a project site and staging area traffic routing plan to define contractor and delivery traffic to the site and staging area to minimize construction impacts on county operations in adjacent facilities.
2. Scheduling for oversized material deliveries to the work site and haul routes, including flagging, scheduling off-peak deliveries, etc.
3. The cumulative effect of construction traffic with other concurrent, major construction projects nearby.
4. Daily construction time windows during which construction traffic is restricted.
5. Compliance with the requirements of all applicable responsible agencies for closure of any street, road, or highway. Provision of required barriers, guards, lights, signs, temporary bridges, and flaggers
6. Procedures for informing the public of any detours and construction hazards by the most suitable means available.
7. Compliance with additional public safety requirements that may arise during construction. Furnishing, installation, and, upon completion of the Work, prompt removal of all signs, warning devices, and other materials used in the performance of this Work.
8. Other actions to be identified and developed as may be needed by the Construction Manager to ensure that temporary impacts on transportation facilities are minimized.

1.18 CONSTRUCTION VISITORS PROCEDURES

A. Contractor shall prepare and submit for approval by Mendocino County a Visitors Procedures Plan (VPP) within 30 days of the Notice to Proceed.

B. The Contractor shall implement the Visitors Procedures Plan during Project construction. The VPP will address but not be limited to the following:

1. Checking-in/signing-in procedures.
2. Parking procedures.
3. Appropriate clothing and safety equipment.
4. Contractor escorting policies.

1.19 HEALTH AND SAFETY PLAN

A. To avoid health risks to construction workers, the Contractor shall prepare a Health and Safety Plan prior to initiating any work on Site. This plan shall outline measures that will be employed

to protect construction workers and the public from exposure to hazardous conditions and materials during demolition and construction activities.

B. These measures could include, but would not be limited to, posting notices, limiting access to the Site, air monitoring, watering, and installation of wind fences. Contractors will be required to comply with state health and safety standards for all demolition work. If necessary, this will include compliance with OSHA and Cal-OSHA requirements regarding exposure to asbestos and lead-based paint.

C. Contractor shall follow procedures outlined in Soils Management Plan if encountering contaminated soil and/or groundwater or other hazardous materials.

D. Crane Safety Plan: Contractor shall submit a crane safety plan within 30 days of the Notice to Proceed for Construction Manager's review and approval.

1. Crane Safety Plan shall include but not be limited to traffic management, parking management, crane plans, coordination with Caltrans and coordination with all neighboring property owners.

1.20 COVID-19

A. Despite the end of the state of emergency due to the COVID-19 pandemic. Minimizing the risk of transmission among workers is essential. Contractor shall take reasonable efforts to follow public health guidelines to increase hygiene on the Jobsite.

1.21 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and numbering system of CSI "MasterFormat, 2004 Edition.

B. Division 01 Sections govern the execution of the Work of all Sections in the Specifications. Contractor shall ensure that all Subcontractors, sub-Subcontractors, and suppliers are aware of and comply with the provisions of Division 01.

C. Specifications Conventions: Singular words shall be interpreted as plural and plural words shall be interpreted as singular, where applicable, as the context of the Contract Documents indicates.

D. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 COUNTY PERSONNEL

A. The Contract Administrator is the Chief Executive Officer (CEO). The CEO has delegated operational oversight of the project to the following County personnel:

1. Steve Dunnicliff, Deputy Chief Executive Officer
2. John Bednar, Probation Division Manager

Direct written correspondence to:

Chief Executive Officer
County of Mendocino
501 Low Gap Rd., Room 1020
Ukiah CA. 95482

B. The Chief Executive Officer is:
   1. Darcie Antle, Chief Executive Officer and Purchasing Agent
   2. The Chief Executive Officer reports to the Mendocino County Board of Supervisors.

C. The Mendocino County Sheriff and the Jail Command Staff will be the operators of the completed Jail Project and have Operational Control over limited portions of the work area and adjacent Facilities. Sheriff personnel provide input and direction for the project through the Project Architect, Contract Administrator or the Construction Manager.

D. The General Services Agency will provide construction project management services for the project and will assign staff to serve as Project Manager as defined in these documents.

E. The Inspector of Record:
   1. The Inspector of Record is the person or firm engaged as an independent contractor by the County to perform contract compliance inspections.
   2. The Inspector of Record is supervised and reports to the Construction Manager on site.
   3. Responsibilities of inspections lie solely with the Inspector of Record.

F. Materials Testing and Special Inspection
   1. A Materials Testing and Special Inspection firm will be hired by the County to perform all required third party materials testing and special inspections required in the contract documents. All such testing and inspection will be coordinated through the IOR.
   2. Contractor shall submit and coordinate all requests for materials testing and special inspections with the Inspector of Record a minimum of 48 hours ahead of when the testing or inspection is requested.

G. The Project Architect is:

Nacht & Lewis
600 Q St. Suite 100
Sacramento, CA 95811

   1. The Contractor shall be notified of changes or additions to the assigned personnel for the Project Architect.
   2. The Project Architect includes all sub-consultants employed by the Project Architect. The names and addresses for such sub-consultants shall be provided to the Contractor during the course of construction.
   3. The Project Architect reports to the County.

H. The Construction Management firm for the Project is:

Vanir Construction Management Inc.
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834

The Construction Manager is the individual assigned to the Project by Vanir.

3.2 AUTHORITY OF CONTRACT ADMINISTRATOR

A. The Contract Administrator represents the County of Mendocino for all purposes relevant to this Contract. The Contract Administrator has designated certain authority to the Construction Manager.

3.1 AUTHORITY OF PROJECT ARCHITECT

A. The Project Architect advises the Contract Administrator in all aspects of the construction phase of the Project. The Project Architect's functions include advice and assistance to the Contract Administrator in the correct interpretation and application of the Contract Documents.

B. The Project Architect is only authorized to issue Addenda, Clarifications or Field Directives under the direction of the Construction Manager or Contract Administrator and is not authorized to bind the County in discussions with the Contractor.

C. The Contractor shall deliver all correspondence relating to the proper execution of the Work to the Construction Manager, with a copy delivered to the Contract Administrator or designee, and Project Architect. The Contract Administrator and Construction Manager reserve the right to consult with the Project Architect prior to issuing the response to the Contractor's correspondence. Correspondence from the Project Architect is not binding unless issued through the Construction Manager or Contract Administrator.

3.2 AUTHORITY OF CONSTRUCTION MANAGER

A. The Construction Manager, or such other person or firm as the Contract Administrator shall designate, is to be the County's representative in all respects regarding the Contractor's compliance with the Agreement for Construction. All communications between the Contractor and the County shall be directed through the Construction Manager who will be the intermediary between the Contractor and the County and the Architect. The Contractor shall copy the County's Facilities Project Specialist with communications. The Construction Manager reports to the Contract Administrator or designees, who report to the Chief Executive Officer, who reports to the Board of Supervisors. The Contractor shall not avoid this chain of reporting without the County's consent.

B. The Construction Manager is authorized to exercise all authority assigned to the County by virtue of the Agreement for Construction within the limits of County Policy.

C. The Construction Manager may hold job meetings as needed, which shall be attended by the Contractor's representatives and other individuals as directed by the Construction Manager.

D. If the Contractor requests an interpretation, Clarification, Field Directive or Change Order, such request shall be directed to the Construction Manager, who will request direction and approvals from the County and the Architect.

E. The Construction Manager may conduct such tests as are authorized by the Agreement for Construction and as the Construction Manager deems necessary to assure compliance of the Work with the Agreement for Construction.

F. The Construction Manager, or such other person or firm as the Contract Administrator shall designate shall be the County's primary representative for final inspection and punch list compliance activities.

G. The Construction Manager shall communicate with the Inspector of Record and/or the County Building Official.

3.3 AUTHORITY OF INSPECTOR OF RECORD

A. The County Inspector of Record observes the Work for compliance with the Contract Documents and the Building Code and reports the results of that inspection to the County and Construction Manager.

B. The Inspector of Record is not authorized to issue Addenda, Clarifications, Field Directives, or Change Orders, or otherwise to bind the County in discussions with the Contractor.

C. The Contractor shall not attempt to influence the Inspector of Record in the performance of his duties, nor request the Inspector of Record to exceed his authority.

3.4 LIMITS OF AUTHORITY

A. The authority of the Construction Manager, Project Architect or Inspector of Record is limited as specified in this Section.

B. The Contractor shall be entitled to no claim based upon actions of the Project Architect, the County Inspector or Construction Management firm that exceeds the authority expressly granted by this section.

3.5 MODIFICATIONS AND AUTHORITY

A. The County reserves the right to modify the authority vested in the Project Architect, the Inspector of Record, Construction Manager and/or the County Personnel assigned to the Project.

B. Such modification shall be issued by the Contract Administrator.

3.6 ADDITIONAL PERSONNEL OR CHANGE IN PERSONNEL

A. The County reserves the right to assign additional persons to the positions set forth in this section, or to change the personnel assigned to the positions so set forth.

B. The Contractor shall be notified in writing by the Contract Administrator of any such changes.

C. In all cases, the Contract Administrator reserves the right to obtain assistance from other County personnel or independent contractors or consultants employed by the County to assist the Contract Administrator in the performance of their duties.

D. The Contract Administrator, in their sole discretion, shall set forth those in attendance on behalf of Mendocino County at any meeting with the Contractor.

END OF SECTION

SECTION 012000 - APPLICATIONS FOR PROGRESS PAYMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Procedure for processing Contractor's requests for progress payments.

B. Applications for progress payments shall be made on forms provided by the County, utilizing the procedure specified in Division 00 and this Section.

1.2 RELATED SECTIONS

A. Section 01 20 13 - Payment for Delivered Materials and Equipment.

B. Section 01 33 00 – Submittal Procedures.

C. Section 01 77 00 – Contract Closeout.

1.3 SUBMITTALS

A. Forms:

1. AIA Form G702 - Application and Certificate for Payment or as approved by the County. Include continuation sheet with accepted Schedule of Values.
2. AIA Form G703 - Continuation Sheet. Itemize work items in accordance with the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.

B. All data required by the Contract Administrator to verify the request for progress payment.

1.4 SCHEDULING

A. Submittal times for progress payment:

1. Request for Construction Manager review: on the 25th day of each month, or first non-holiday following the 25th.
2. Application for progress payment: no later than the 7th of the month following the month for which application is made.

B. Response time:

1. No later than 7 days following receipt of a fully complete application for progress payment, the Construction Manager shall verify accuracy of application and forward to Project Manager for final review and approval in accordance with Section 00 72 00, Article 24.
2. The County shall process warrants within 30 days of the date of receiving an undisputed and properly completed Application for progress payment in accordance with California Public Contract Code Section 20104.50.

1.5 CORRELATION OF CONTRACTOR SUBMITTALS

A. Promptly amend Schedule of Values and Application for Payment forms to record each approved Change Order as a separate line item and adjust the Contract Sum as shown on the Change Order.

B. Promptly revise progress schedules to reflect any change in the Contract Time, revise subschedules to adjust times for other items of work affected by the change and re-submit.

C. Promptly enter changes in Project Record Documents.

1.6 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct appropriate remedy or adjust payment.

C. Authority of Architect to assess defects and identify payment adjustments, is final.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 CONTENT OF SUBMITTALS

A. Preparation of Applications:

1. Type all required information.
2. Execute requests by signature of an authorized officer of Contractor.
3. Use data on Schedule of Values in effect during period for which payment is sought. Provide dollar value in each column for each line item for portion of the Work performed and for stored products.
4. List each authorized Change Order as an extension on a continuation sheet, listing the Change Order number and dollar amount as for an original item of Work.
5. See Section 01 20 13 regarding submittals for payments for delivered materials and equipment.

3.2 SUBMITTAL PROCEDURES

A. Contractor makes application for payment on the AIA G702 - Application and Certificate for Payment form provided by the County. Approval of amounts and break-down on this form will be made by the County before approval of the first application for payment. Amend Schedule of Values Form in response to approved Change Orders with each Application for Payment as specified in this Section. The Schedule of Values and Progress Schedule become a basis for determining the value of the Work performed. Separate Values should be included for mobilization and materials to be pre-purchased by Contractor which have values greater than 5 percent of the total Contract.

B. See Section 01 20 13 for payment for delivered materials and equipment.

C. Procedure:

1. On the 25th day of each month, or first non-holiday following, the Contractor shall review job progress with the Construction Manager and Architect and agree upon the percentage of completion for each line item of the approved Schedule. The Construction Manager shall sign this draft Schedule of Values, indicating such review has occurred.
2. No later than the 7th day of the month the Contractor shall prepare and submit the original application for progress payment and certificate with the original draft approved by the Construction Manager electronically for County's signature on all sheets. The Contractor shall prepare and sign a certificate of Payment, stating that "labor, materials and Subcontractor's amounts due to date are as stated in this Certificate".
3. Within 7 (seven) days of receiving from the Contractor an application for progress payment, the County shall verify the application with respect to accuracy of the claim; any rejected work or stored materials shall be verified.
    a. If corrections are identified by the County, the Contractor shall make corrections and resubmit the application for progress payment to the County for verification of accuracy and the County will have 7 (seven) days to review the revised application.
4. Upon verification by the Contract Administrator that the application for progress payment is accurate, the Contract Administrator shall process the application for issuance of a warrant.

D. Payment Procedure

1. After review and verification, the Contract Administrator shall forward the claim to the Mendocino County Auditor for processing in accordance with Section 00 72 00, Article 24.

3.3 REQUIREMENTS OF PROGRESS PAYMENT APPLICATIONS

A. A progress payment application (AIA Form G702 - Application and Certificate for Payment) shall be the Contractor's certification of the status of the Project as of the date the application is made.

B. The application for payment is to be based upon 100 percent of the value of the Work installed and materials and equipment suitably stored at the Site, and to be used within 30 days.

C. See Section 01 20 13 for payment for delivered materials and equipment, not to be used within thirty days.

3.4 SUBSTANTIATING DATA

A. If the Construction Manager requires additional substantiating information, the Contractor shall submit data justifying the line-item dollar amounts shown on the application for progress payment. Running of the time within which the payment is due is suspended during the time the application is not complete, until the Contractor provides the required data.

3.5 CHANGES IN THE WORK

A. Minor Changes in the Work:

1. Architect will advise of minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time by issuing Architect's Supplemental Instructions on AIA Form G710.

END OF SECTION

SECTION 012013 – PAYMENT FOR DELIVERED MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Procedures for Progress Payments for delivered materials and equipment not needed within 30 days.

1.2 RELATED SECTIONS

A. Section 01 20 00 - Applications for Progress Payments: Payments for materials to be used within 30 days.

1.3 SUBMITTALS

A. Forms:
   1. Application and Certificate of Payment.
   2. Schedule of Values.

B. Other:
   1. Receipted invoices.
   2. Transfer of title.
   3. Certificate of Insurance.

1.4 SCHEDULING

A. See Section 01 20 00, Article 1.4.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 PAYMENT FOR DELIVERED MATERIALS AND EQUIPMENT

A. Prior Authority Required:
   1. The County will make Progress Payments for materials not needed within 30 days only with the advance written consent of the Contract Administrator.
   2. The consent shall include conditions in addition to those required by the General Conditions as are necessary to protect the County.
   3. County Inspection or previously approved methods of certification will be required before each payment.
   4. The place and method of storage must be specifically approved.

B. Limitations:

1. Raw materials or work in progress and not yet delivered to an approved storage location are not eligible.
2. Materials which are readily available for purchase are not eligible. Examples: tubing, conduit, pipe, dimensional lumber, drywall, and all other standard order building materials.

C. Storage and Inspection:

1. The consent shall specify the place and method of storage, and markings on the products.
2. The products shall be inspected or certified, as provided in the consent, before payment is authorized.

3.2 SUBMITTALS

A. With each payment request, the Contractor shall also:

1. List all items separately on the schedule of Values and application for Progress Payment.
2. Provide receipted invoices demonstrating that the Contractor is the unconditional owner of the items.
3. Submit inspection report and/or Certifications as required by the consent.
4. Submit inventory of items with Contractor's Certification that all items and quantities have been received into storage in good condition.
5. Submit certificates of insurance coverage as required by General Conditions.

3.3 ACCOUNTING

A. Separate accounts shall be provided by Contractor, to separately identify materials paid to date under this section.

B. Payment shall be treated the same as "work-in-place" with payment due upon evidence of delivery to Job Site or other location acceptable to County, except that these payments will not be included in value of work-in-place for payment of labor and mark-up. Each subsequent invoice will restate prior months' materials and equipment not incorporated in the Work and correct month additions and deletions for materials and equipment incorporated into the Work.

3.4 RISK OF LOSS

A. Notwithstanding payments under this Section, all risk of loss for materials is with Contractor until recordation of a Notice of Completion.

B. The insurance provided by the Contractor shall be primary.

END OF SECTION

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Unit Cost Allowance Items

B. Schedule of Allowances

1.2 RELATED DOCUMENTS

A. Section 00 31 00 Bid Form

B. Section 01 22 00 Unit Prices

C. Section 31 20 00 Earth Moving

1.3 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements to permit the County and Contractor to identify and measure the actual quantities required for each allowance item to complete the work.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Force account allowances.
3. Unit cost allowances.

C. Related Requirements:

1. Section 007200 General Conditions for Changes in the Work
2. Section 008110 Unforeseen Physical Conditions for definition of hidden conditions

1.4 SURVEY AND ASSESSMENT

A. After excavating building pad and site improvement locations to scheduled depth of over excavations, the Contractor shall coordinate observation of the subsurface conditions with the Construction Manager and Geotechnical Engineer.

B. In consultation with the Geotechnical Engineer, the Construction Manager and the County will provide direction as to the extent of additional over excavation, geotextile

fabric, and import of fill required to establish suitable subgrade for the building pad and structural base for site improvements.

C. In the event other unforeseen conditions are encountered, the Contractor shall promptly notify the County and Architect, and proceed according to Section 00 81 10 Unforeseen Physical Conditions.

1.5 ACTION SUBMITTALS

A. Upon completion of import and grading submit final quantities with unit costs and reconciliation of each allowance item.

1.6 INFORMATIONAL SUBMITTALS

A. Submit invoices, or delivery slips to show actual quantities of materials removed from or delivered to the site for use in completing allowance work authorized.

B. Coordinate and process submittals for allowance work items in same manner as for other portions of the Work.

1.7 COORDINATION

A. Coordinate allowance items with other portions of the Work.

1.8 UNIT COST ALLOWANCE ITEMS

A. Provide for each allowance item on the schedule of Values.

B. Include on the Bid Form the Unit Price per cubic yard for imported fill soil and over excavation as specified in the Schedule of Allowances below. The allowance line items shall be adjusted by the quantity in cubic yards times the Unit Price. Use the allowance only as directed by the County for over excavation or imported fill soil in place by unit cost authorized in writing by the owner.

C. Prior to Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.9 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between the authorized cost of over excavation and imported fill material and the allowance amounts.
   1. Submit substantiation of all loads of imported material authorized in advance by the owner.

B. Submit Contract Change Order to refund the balance of the Allowance to the County, or claims for increased costs for imported material in excess of the allowance quantity included in the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine existing conditions at the time work is to be performed to verify that the conditions are suitable for the work under the allowances. Immediately report all unsatisfactory conditions to the County.

3.2 SCHEDULE OF ALLOWANCES

A. Allowance No.1: Imported Fill Soil In Place Allowance: **$50,000**
   1. Imported fill material shall comply with Section 31 20 00 Earth Moving 3.2B and shall be approved by the Geotechnical Engineer.

B. Allowance No. 2. Over Excavation Allowance: **$50,000**
   1. Over Excavation allowance assumes base bid excavations per scheduled structural sections shown.

Measurement & Payment: Payment for these items shall be on a per cubic yard basis, which shall include full compensation for furnishing all labor, materials, tools, transportation, and equipment, and doing all work to place and compact import fill and remove, off haul and disposal of over excavation. No additional compensation will be allowed.

END OF SECTION

SECTION 012200 – UNIT PRICES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Unit Prices.

1.2 RELATED DOCUMENTS

A. Section 00 31 00 Bid Form

B. Section 01 21 00 Allowances

C. Section 31 20 00 Earth Moving

1.3 UNIT PRICES

A. Measurement methods delineated on Drawings and in individual Specification Sections complement criteria of this Section. In event of conflict, the most restrictive requirement shall govern.

B. Take measurements and compute quantities. Construction Manager and Architect shall verify measurements and quantities.

C. Unit Quantities: Quantities and measurements supplied or placed in the Work shall determine payment.

D. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Construction Manager and Architect multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

E. Measurement of Quantities:

1. Weigh Scales: Inspected, tested and certified by applicable State Weights and Measures department within past year.
2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
3. Metering Devices: Inspected, tested and certified by applicable State department within past year.
4. Measurement by Weight: Soil and unforeseen structure debris will be measured by scale weight.
5. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
6. Measurement by Area: Measured by square dimension using mean length and width or radius.
7. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.

8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

1.4 SCHEDULE OF UNIT PRICE ITEMS

A. Item No. 1: Import fill soil: The cost of fill soil material to adjust the Allowance for anticipated import fill.

1. Cost per cubic yard for import fill soil required to adjust for the actual amount of fill from that indicated in the Allowance Item for Import Fill.
2. Include in the Bid Form the Unit Price per cubic yard for import fill soil.
3. In order to determine the volume of material to be imported the IOR and Geotechnical Engineer will review the Contractor's average volume calculations per truck with the Contractor prior to importing soil.

B. Item No. 2: Over Excavation: The cost of over excavation to adjust the Allowance for the over excavation required to reach soils that are acceptable to the Geotechnical Engineer.

1. Cost per cubic yard associated with over excavation required to adjust for the actual over excavation needed reach native soil from the Allowance depths indicated to accommodate the geotechnical requirements. Contractor shall provide datum verification and extent prior to performing work and upon completion of work to determine quantities.
2. Include in the Bid Form the Unit Price per cubic yard for over excavation. Cost shall include removal and proper disposal of soil at an approved off-Site facility.
3. Cost for Over Excavation shall include the associated screening/processing, backfill and compaction of the additional excavated material.

C. Item No. 3: Hazardous/contaminated soil: Multiple soil borings and a subsurface investigation were conducted which did not indicate the presence of hydrocarbons, or hydrocarbons at levels above acceptable threshold constituting remediation. There remains a possibility of unforeseen contaminated soil conditions. Contractor shall refer to Geotechnical Report.

1. Cost per cubic yard for Site remediation of hydrocarbon/hazmat soil. Cost shall include removal and proper disposal of soil at an approved off-Site facility.
2. Include in the Bid Form the Unit Price per cubic yard for Site remediation of hydrocarbon/hazmat soil. Cost shall include removal and proper disposal of soil at an approved off-Site facility.
3. In order to determine the volume of material to be off hauled the IOR and Geotechnical Engineer will review the Contractor's average volume calculations per truck with the Contractor prior to off hauling.

D. Item No. 4: Removal and Disposal of General Debris: Additional excavation of general debris may be required to reach soils that are acceptable to the Geotechnical Engineer.

1. Cost per cubic yard associated with removal of debris including, but not limited to, glass, wood, metal, or concrete not associated with hazardous/contaminated soil or over excavation as covered in Unit Price Item Numbers 2 and 3 respectively. Contractor shall provide datum verification and extent prior to performing work and upon completion of work to determine quantities.
2. Include in the Bid Form the Unit Price per cubic yard for removal and disposal of general debris at an approved off-Site facility.

E. Item Number 5: Installation of Filter Fabric: Installation of filter fabric may be required at portions of the Site in order to achieve a subgrade acceptable to the Geotechnical Engineer.
   1. Cost per square yard associated with the installation of filter fabric per Specification Section 31 20 00.
   2. Include in the Bid Form the Unit Price per square yard for installation of the Filter Fabric.
   3. The Inspector of Record (IOR) and Geotechnical Engineer will review the area(s) requiring filter fabric for confirmation of quantities.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 012300 - ALTERNATES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submission procedures.

B. Documentation of changes to the Contract Sum and Contract Time.

1.2 RELATED DOCUMENTS

A. Section 00 21 13 –Instructions to Bidders.

B. Proposal Form.

C. Contract for Construction; Incorporating monetary value of accepted Alternates.

1.3 REQUIREMENTS

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at County's option. Accepted Alternates will be identified in the Owner - Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.4 SELECTION AND AWARD OF ALTERNATIVES

1. Bid award will be based on the Total Lump Sum Base Bid, which does not include the sum of the alternates.

1.5 SCHEDULE OF ALTERNATES

A. ALTERNATE NO. 1 (Additive):

1. Floor Coverings: Provide and Install carpet tiles, sheet vinyl, and ceramic tile floor coverings in the offices, breakroom, and public and staff toilets rooms.

B. ALTERNATE NO. 2 (Additive):

1. Rooftop Mechanical Screen: Work required to provide and install a rooftop steel frame louvered mechanical screen. Sheet A1.08 Keynote A14.

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C. ALTERNATE NO. 3 (Additive):

1. All Ceramic Wall Tile: Provide and install ceramic wall tile in lieu of fiberglass reinforced wall panels (FRP).

D. ALTERNATE NO. 4 (Additive):

1. Dry Marker Boards: Provide and install dry-marker boards.

E. ALTERNATE NO. 5 (Additive):

1. Staging Area Parking and Drainage: As per Sheet C2.02- Grading, Drainage and Paving Plan.

PART 2 PRODUCT

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 012613 – REQUESTS FOR INFORMATION (RFI)

PART 1 GENERAL

1.1 SUMMARY

A. Section specifies administrative and procedural requirements for handling and processing Requests for Information (RFI).

B. RFI is intended for requesting Clarifications and interpretations of Contract Documents due to apparent inconsistencies, errors or omissions in Contract Documents, and due to unanticipated existing conditions.

C. RFI is not intended for requesting substitutions, Contractor's proposed changes, resolution of nonconforming work or for general questions not related to Contract Documents.

D. RFI process is intended to be a cooperative effort between Architect and Contractor to expedite responses to RFIs and maintain progress of Work without utilizing other lengthy procedures.

E. Any other proposed method of processing RFI's other than indicated within this Section, such as Project collaboration systems, shall be evaluated by Architect for potential impact on Architect's services.

1. If Architect agrees to utilize another proposed method, Architect will be reimbursed for any special training, usage fees, extra time required to implement, maintain, utilize and administer such a system.

PART 2 PRODUCTS

(NOT USED)

PART 3 EXECUTION

3.1 REQUESTS FOR INFORMATION

A. Review of Contract Documents and Field Conditions:

1. Contract Documents are complementary; therefore, before starting each portion of Work, carefully study and compare various Drawings, Specifications and any other Contract Documents, coordination drawings, Shop Drawings, prior correspondence or documentation relative to that portion of Work, as well as information furnished by Owner.

2. Contractor and Subcontractors shall evaluate and take field measurements of any existing conditions related to that portion of Work and shall observe any conditions at Site affecting Work.

3. These obligations are for the purpose of facilitating and coordinating construction and are not for the purpose of discovering errors, omissions, or inconsistencies in Contract Documents.

4. Contractor and Subcontractors acknowledge that they have examined all documents pertaining to Work, have examined the character of the Site and any existing conditions, and are satisfied with the nature of the Work, and all other matters which can in any way affect the Work.
5. Any errors, inconsistencies or omissions discovered in Contract Documents shall be reported promptly to Architect as a properly prepared and timely RFI.
6. Contractor and Subcontractors are not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but the Contractor shall promptly report to Architect any nonconformity discovered by or made known to Contractor as a RFI.
7. If Contractor or Subcontractor fail to give such notice, and proceeds with non-conforming Work, Contractor shall correct any such non-conforming Work at no additional cost to Owner.

B. Contractor's and Subcontractor's Responsibilities:
   1. When interpretation, Clarification or explanation of portion of Construction Documents is requested by Contractor, Subcontractor, Vendor or Supplier, the request shall be processed first through the Contractor. Before forwarding an RFI to the Construction Manager, the Contractor shall:
      a. Review each request for completeness, quality, proper referencing to Drawings and/or Specification Sections and reason submitted.
      b. If request is not acceptable it shall be sent back to submitter with comments regarding reason for being returned.
      c. Make every attempt to validate, resolve or respond to RFI by thoroughly researching and reviewing Contract Documents and field conditions.
      d. Respond to request accordingly if review of RFI discloses a response or is related to coordination of construction or other issue not related to Contract Documents.
      e. If unable to respond to request, it shall be restated in a clear, concise, correct, complete and easily understood manner, and rewritten if necessary, additional information included if necessary, and only then submitted to Architect for response.
   2. Request for interpretation, Clarification or explanation of Contract Documents shall be submitted to Construction Manager through Contractor.
      a. Upon receipt of Contractor's Request for Information, the Construction Manager shall conduct such investigation, as they deem appropriate, including consultation with the Architect as necessary to decide the necessity of the Contractor's Request for Information.
         1) In all cases, if the request is incomplete or does not demonstrate the Contractor's compliance with this Article, the Construction Manager may reject the request unprocessed, and return it to the Contractor. There shall be no time extension on account thereof.

2) If the Construction Manager rejects the Contractor's Request for Information, the Contractor shall perform the Work in accordance with the Contract Documents.

3. Submitted RFI shall include all necessary information including but not limited to:
   a. List specific Contract Documents researched when seeking information being requested.
   b. Reference all applicable Contract Drawings by sheet number, section, detail, grid line, room number, etc., Specifications by Section and paragraph number, and reference any other relevant documents.
   c. The field titled "Regarding" on attached RFI form must be clear for future reference in reports or correspondence.
   d. Clearly state request and provide Contract Document references and any additional information needed so request can be fully understood, including sketches, photos or other reference material.
   e. Fully assess issues, suggest any reasonable solutions and include various factors, including potential costs, schedule impacts, if any, and recommendations which will aid in determining a solution or response. If a reasonable solution cannot be suggested, a statement to that effect should be so stated.
   f. Indicate reason request is being submitted.
   g. Any critical RFI's requiring a rapid response shall clearly indicate such with an explanation as to why the RFI is critical.
   h. Priority for responses shall be indicated when multiple RFI's are submitted within a short period of time.
4. Copies of responses to RFI's shall be distributed to all parties affected.
5. A response to RFI shall not be considered a notice to proceed with a change that may revise the Contract Sum or Contract Time, unless authorized by Owner in writing.
6. If response to RFI is determined incomplete, it shall be resubmitted with reason response is unacceptable and any necessary additional information within five days of time of receipt of response to RFI.

C. RFI Submittal Format:
1. The Contractor shall use a web-based system for Requests for Information (RFIs), Submittals, and other documents which require tracking and/or review.
   a. Access to the web-based system shall be provided to County Contract Administrator, Architect, and the County's Construction Manager.
2. Request for Information shall be submitted to Construction Manager on RFI form provided at the end of this Section, or form provided by Architect in electronic text file format, or in similar format acceptable to Architect.
   a. RFI's shall be assigned unique numbers in sequential order (1.0, 2.0, 3.0, 4.0, etc.).
   b. A resubmitted RFI or a previously answered RFI requiring revising or further Clarification shall be submitted using original RFI number proceeded by ".1" to indicate revision one of RFI (i.e.: RFI No. 34.1 for revision 1 to RFI No. 34).

c. RFI form shall be electronically filled out and forwarded to the Construction Manager in PDF file format. Attachments shall be in PDF file format. Photo attachments shall be in PDF file format.

D. Architect's Response to Request for Information (RFI):

1. Architect's Action: Architect will review each RFI, determine action required, and respond in writing. Allow fourteen Calendar Days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following Working Day. An RFI response may not substantively resolve the issue raised by the RFI. Although time is of the essence, the substantive resolution of an RFI has no specific contractual time limit or maximum duration. Nonetheless, the Contractor, Architect and the County representative shall endeavor to resolve issues quickly and obtain cost efficient solutions which meet the design intent of the Contract Documents.
   a. If multiple RFI's are submitted on same day or within a five day period, review time may be extended by mutual agreement of parties.
   b. Architect will provide a written response to RFI if Architect believes response only involves an interpretation, Clarification, supplemental information or orders a minor change in Work not involving an adjustment in Contract Sum or extension of Contract Time, and is not inconsistent with intent of Contract Documents, and shall be binding.
   c. Architect will provide any additional or supplemental Drawings, Specifications or other information as Architect may deem necessary to facilitate response.
2. Clarifications, interpretations and decisions of Architect in response to RFI will be consistent with intent of and reasonably inferable from Contract Documents, and will be in writing, and if determined to be necessary by Architect, will be provided in form of drawings and other attachments or both.
3. When making such interpretations and initial decisions, Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.
4. Architect's decisions on matters related to aesthetic effects will be final if consistent with intent expressed in Contract Documents.
5. Architect will not undertake to settle differences between Contractor, Subcontractors, trades suppliers, fabricator or manufacturer, or act as arbiter as to which Subcontractor, trade, supplier or manufacturer is to furnish or install various items indicated or required.
6. Architect may return RFI without response for the following reasons:
   a. Unclear.
   b. Incomplete.
   c. Detailed information not provided.
   d. Is related to construction means, methods or techniques.
   e. Is related to health or safety measures.
   f. Is due to Contractor's lack of adequate coordination.
   g. Is considered a "Substitution Request."

h. Is due to non-conformance.

i. Response is required by another party.

END OF SECTION

REQUEST FOR INFORMATION

Project:_____ RFI Number _____

Project No.: _____

To: ☐ (Architect) ☐ Action ☐ Info Pages ___

To: ☐ (Consultant?) ☐ Action ☐ Info Pages ___

To: ☐ (Other?) ☐ Action ☐ Info Pages ___

Regarding: _____

References: **(List specific Contract Documents researched when seeking the information being requested)** _____

Specification Section No.: _____ Drawing No._____

Request: **(Provide complete description of request with document references and sketches or photos if necessary, and present status of work)**

_____

_____

_____

_____

Requester's Recommended Solution: **(If RFI concerns a Site or construction condition, provide a recommended solution, including cost & schedule considerations)**

_____

_____

_____

_____

Response Priority: ☐ Normal ☐ Rush (Work in progress)

Reason for Request: ☐ Existing Condition ☐ Non-Conformance

☐ Clarification/Interpretation ☐ Agency Generated ☐ Other

Subcontractor: _____ Date:

_____

CM/Contractor:_____ Date:

_____

Response:

☐ Above is considered a change. Following document will be used for processing: _____

☐ Above is consistent with intent of and reasonably inferable from Contract Documents or makes minor changes in Work without change in Contract Sum or Contract Time. If Contractor does not agree, submit written notice substantiating claim in accordance with Contract Documents.

☐ This RFI is related to one of following and may be returned without response:

- ☐ Unclear
- ☐ Incomplete
- ☐ Detailed information not provided
- ☐ Is related to construction means, methods or techniques
- ☐ Is related to health or safety measures
- ☐ Is due to Contractor's lack of adequate coordination
- ☐ Is considered a "Substitution Request"
- ☐ Is due to non-conformance
- ☐ Response is required by another party

☐ Other:

_____

_____

_____

_____

From: Nacht & Lewis Architects

By: _____ Date:

_____

END OF FORM

SECTION 012663 – CHANGE ORDERS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Change Order procedures.

1.2 DEFINITIONS

A. Actual Costs:

1. The actual cost to perform the Work for purposes of this Section is limited to the applicable labor rates set forth in Article 12 of Section 007200, including Contractor's contributions directly attributable to the Work authorized; and the supplier's invoice for all material and equipment actually used to accomplish the work authorized. All other direct and indirect costs, all costs attributable to the time needed to perform the work ordered by such Change Orders, and all profit associated with such work shall be included in the maximum overhead and profit amounts set forth in this Section.

B. Change Order:

1. A "Change Order" is a written order from the County to the Contractor authorizing an addition, deletion, or revision in the Scope of the Work, and/or an adjustment in the Contract Price or Contract Time, issued after the date of the Award of the Contract.

C. Deductive Change Orders:

1. If a Substitution, ASI, Field Directive, Potential Change Order or Change Order is issued which reduces either the Scope of the Contract, the cost to perform the Work, the time to perform the work, or any combination thereof, the County shall be credited through the use of a Change Order. The credit shall be calculated in the same method as an extra-work Change Order. The Contractor shall submit time and materials data for approval by the County detailing the credit due the County. The County reserves the right to verify such data by reference to standard estimating manuals, the Contractor's Schedule of Values, or other documents, and to review the Contractor's estimate of the credit due.

D. Periodic Change Orders:

1. The Construction Manager is authorized to accumulate Potential Change Orders and/or Field Directives, to process periodic Change Orders including additions and deletions, and to develop procedures providing the methods for such processing in addition to and consistent with those set forth in this Section.

PART 2 PRODUCTS

(NOT USED)

PART 3 EXECUTION

3.1 PROPOSAL REQUEST

A. Architect or Construction Manager may issue a Proposal Request on AIA Form G709 which includes a detailed description of a proposed change and may also include supplementary or revised Drawings and Specifications. Within fourteen days from receipt of Proposal Request, Contractor shall prepare and submit a Potential Change Order (PCO).

3.2 AUTHORIZED CHANGE ORDER PROCEDURE

A. Authorized Change Orders: The County may order or accept changes in, additions to, or deletions from the scope of the work to be performed or the materials to be furnished pursuant to the Contract Documents.

B. Methods of Proposal Calculation: Adjustments, if any, to the Contract Price by reason of any such change, addition or deletion, shall be determined by one or more of the following methods, at the County's sole discretion. Within 7 calendar days of such determination, the Contractor shall provide sufficient substantiating data to allow the County to evaluate the Contractor's claim for a Change Order.

1. By a lump sum proposal accompanied with back up documents detailing the lump sum amount (including but not limited to itemizing labor, equipment, material, overhead, profit, bond, subject to the limits and markups in paragraph3.2.C below) by the Contractor and accepted by formal action of the County.

2. By ordering Contractor to proceed with work on a cost reimbursement basis and keep correct account with vouchers of:

    a. The actual labor cost to perform the Work, limited to the applicable prevailing labor rates including Contractor's contributions directly attributable to the Work authorized, including foremen;
    b. The actual cost of materials entering permanently into the work as evidenced by suppliers' invoices;
    c. The actual ownership or rental cost of construction plant and equipment during the time of use on the extra work;
    d. Power and consumable supplies for the operation of power equipment or tools;
    e. The actual insurance premium rate for general liability and builder's risk insurance;
    f. The actual costs incurred by subcontractors as per items a-e above plus a maximum overhead and profit fee not to exceed ten percent (10%)

2. By Unit Price: Based on pre-determined unit prices and authorized quantities.

3. If the Change Order implements an allowance procedure, the Contract Price adjustment shall be as specified in the allowance.

C. Overhead and Profit on Proposed Change Orders: The maximum amount allowable on any Change Order for overhead and profit shall be as defined below:

1. For Change Order work performed by the Contractor, the maximum amount for overhead and profit shall be ten percent (10%) of the estimated or actual cost of the work performed, plus the actual rate of bond premiums not to exceed 1 percent of such costs.

2. For Change Order work performed by subcontractors, the maximum amount for the Contractor's overhead and profit shall be five percent (5%) of the estimated or actual cost of the work performed, plus the actual rate of bond premiums not to exceed 1 percent of such costs.

3. For Change Order work performed by subcontractors, the maximum amount for all subcontractors' overhead and profit shall not exceed the percentages set forth in Subparagraphs 1 and 2 above except that subcontractor bond premiums are not limited to 1%.

4. The allowances for overhead and profit as stated above shall include full compensation for any and all items of overhead including, but not limited to, superintendence, layout, field engineering, and related work not included within the definition of Actual Cost.

D. If the County makes changes to the work which reduces either the scope of the Contract, the cost to perform the Work, the time to perform the work, or any combination thereof, the County shall be credited therefor on a Change Order. The credit shall be calculated in the same method as an extra-work Change Order except that overhead and profit fees are not required on credits. The Contractor shall submit time and materials data for approval by the County detailing the credit due the County. The County reserves the right to verify such data by reference to standard estimating manuals, the Contractor's Schedule of Values, or other documents, and to review the Contractor's estimate of the credit due.

E. Claims by the Contractor for extra cost shall be made in writing and authorized by the County before executing the work involved. The Contract Administrator or designee is authorized to issue Field Directives instructing the Contractor to proceed with extra work subject to the applicable provisions of Public Contract Code Section 20142. Changes to the work exceeding $210,000 must be approved by the Board of SuperviAuthorization to proceed with an individual Proposed Change Order in the form

F. Time Extensions approved pursuant to pursuant to Article 3 of the General Conditions and Section 013216 Contract Schedules shall be set forth in a Change Order. Schedule impacts of changes to the work shall be incorporated into schedule updates provided to the County as defined by that Section.

G. Audit and Verification: All Change Order claims are subject to examination and audit before payment, if ordered by the Contract Administrator or Construction Manager. The Contractor shall furnish a detailed itemized breakdown and copies of all invoices for all costs being claimed for such Change Order, prior to the Contract Administrator's decision. The Contract Administrator may order a more detailed audit of the Contractor's claim and supporting documentation if necessary to decide the claim.

3.3 CHANGE ORDER FORM

A. Construction Manager shall issue a Change Order using AIA Form G701-2017 signed by Owner, Architect, and Contractor.

3.4 COUNTY APPROVALS

A. The Construction Manager will prepare the Change Order and forward to the Contract Administrator for approvals.

3.5 CLAIMS PROCEDURES

Claims submitted to the County are subject to the procedures set forth in Section 28.07 of the General Conditions. Claims for Unforeseen Physical Conditions are subject to the provisions of Public Contract Code Section 7104 incorporated into Specification Section 008110 Unforeseen Physical Conditions.

END OF SECTION

SECTION 013000 – ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination of construction operations.

B. Preinstallation conferences.

1.2 RELATED SECTIONS

A. Section 01 77 00 – Contract Closeout.

1.3 COORDINATION

A. Coordinate scheduling, submittals and Work of various Sections of the Contract Documents to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. In the event of discrepancy, immediately notify Project Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

C. Verify that utility requirement characteristics of operating equipment are compatible with Site utilities.

D. Coordinate completion and clean-up of Work of separate Sections in preparation for Final Completion.

1.4 PREINSTALLATION CONFERENCES

A. When required in individual specification sections or when required for proper coordination and execution of the Work, convene a pre-installation conference at Work Site prior to commencing work of the Section.

B. Require attendance of parties directly affecting, or affected by, work of the specific Section.

C. Contractor shall coordinate the meeting date with required attendees.

D. Contractor shall prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, County, Construction Manager, and Architect.

E. Review conditions of installation, preparation and installation procedures and coordination with related work.

F. All submittals shall be submitted and approved (note markings) prior to convening the preinstallation meeting.

1.5 UTILITIES AND IRRIGATION LINES

A. Send proper notices, make necessary arrangements, perform other services required in construction, care, and maintenance of all existing utilities and irrigation lines, and assume all responsibility concerning the same. Provide necessary protection to existing utility services and irrigation lines, and repair any work damaged as a result of operations of the Contract.

1.6 COMPLIANCE WITH CODE OF REGULATIONS

A. All Work and materials on this Project shall be in compliance with the rules and regulations as set forth in the Title 24, California Code of Regulations (CCR) Parts 1 – 6, 9, 11, and 12, a copy of which shall be kept continuously at the Site of the Work until completion and final acceptance.

1.7 PROJECT COORDINATION

A. If, because of the non-related sizes of various materials and locations of existing utilities and conditions, etc., it is not possible to accomplish the Work as shown, Contractor shall meet with Architect at the Site to determine the most satisfactory arrangement. Contractor shall establish lines and grades for all trades.

B. At a minimum the Contractor shall employ and provide one project manager to be on-Site full time with a minimum of ten years of experience and having completed a minimum of two correctional projects, and one on Site full-time Superintendent with a minimum of ten years of experience and having completed a minimum of two correctional projects. Employ a scheduler who is proficient in Primavera P6. Contractor shall provide full time qualified/certified Safety and Quality assurance personnel assigned to Project.

1.8 INTEGRATING EXISTING WORK

A. All adjoining existing Work shall be protected from damage of any type due to or by Contractor's operations, equipment, and workmen during the Contract period.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 013119 – PROJECT MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Project Construction Manager will schedule and administer preconstruction meeting, periodic progress meetings, and specially called meetings throughout the progress of the Work, and will:

1. Prepare agenda for meetings
2. Set dates and times for regular meetings
3. Distribute written notice of each special meeting four days in advance of meeting date
4. Preside at meetings

B. Representatives of Contractor, Subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of entity each represents.

1.2 RELATED SECTIONS

A. Section 01 20 00 - Applications for Progress Payments.

B. Section 01 20 13 - Payment for Delivered Materials and Equipment.

C. Section 01 30 00 - Administrative Requirements.

D. Section 01 33 00 - Submittal Procedures.

E. Section 01 77 00 - Contract Closeout.

F. Section 01 78 39 - Project Record Documents.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 PRE-CONSTRUCTION MEETING

A. Timing: Within 10 days after the Award of Contract.

B. Location: County Facilities TBD.

C. Attendance:

1. County representatives:
   a. Contract Administrator.
   b. Project Manager.

c. County Engineering.
d. Others as appropriate.

2. Architect and Civil Engineer.
3. Construction Management firm.
4. Inspector of Record.
5. Contractor's Project Manager, Superintendent, Safety Officer and person in charge of Quality Assurance.
6. Major Subcontractors.
7. Major Suppliers.
8. Others as appropriate.

D. Suggested Agenda (Actual agenda prepared by Construction Manager)

1. Notice to Proceed.
   a. Notice to Proceed will be issued within 3 days after the pre-construction meeting and will state the date for the first day of construction.
2. Distribution and discussion of:
   a. List of major Subcontractors and suppliers.
   b. Projected Construction Schedules.
3. Scheduling.
4. Major equipment deliveries and priorities.
5. Project Coordination.
   a. Designation of responsible personnel.
6. Procedures and processing of:
   a. Submittals.
   b. Clarifications.
   c. Proposal requests and quotations.
   d. Change Orders and Field Directives.
   e. Applications for Payment.
7. Procedures for maintaining Record Documents.
8. Use of Premises:
   a. County requirements.
9. Security procedures.
10. Housekeeping procedures.
11. Insurance requirements.
12. Wage and hour compliance.
13. Other subjects as appropriate.

3.2 PROGRESS MEETINGS

A. Project Construction Manager will schedule regular periodic meetings, as required.

B. Project Construction Manager will hold specially called meetings as required by progress of Work.

C. Location of meetings: Project field office; except as otherwise required.

D. Attendance:
   1. County Contract Administrator and Project Manager.
   2. Inspector of Record.
   3. Architect.
   4. Construction Management firm.
   5. Contractor's Project Manager, Job Superintendent, Safety Officer and person in charge of Quality Assurance.
   6. Subcontractors as appropriate to agenda.
   7. Suppliers as appropriate to agenda.
   8. Others:
      a. County employees invited by Contract Administrator.
      b. Others authorized to attend by Contract Administrator.

E. Suggested Agenda:
   1. Review results of previous meeting.
   2. Review of Work progress since previous meeting.
   3. Field observations, problems, conflicts.
   4. Problems which impede Construction Schedule.
   5. Review of delivery schedules.
   6. Corrective measures and procedures to regain projected schedule.
   7. Revisions to Construction Schedule.
   8. Progress, schedule, during succeeding Work period.
   9. Coordination of schedules.
   10. Review submittal schedules; expedite as required.
   11. Maintenance of quality standards.
   12. Pending changes and substitutions.
   13. Safety Procedures and incidents.
   14. Review proposed changes for:
      a. Effect on Construction Schedule and on completion date.
      b. Effect on other contracts of Project.
   15. Other business.

3.3 PROGRESS PAYMENT MEETING

A. Purpose: For Contractor, Construction Manager, and Architect to observe work in place and materials delivered to Site to verify Contractor's request for progress payments.

B. Place: As arranged on the Site.

C. Agenda:
   1. Walk-through observation.
   2. Discussion.

D. Time:
   1. On the 25th of each month.

END OF SECTION

SECTION 013216 - CONTRACT SCHEDULES

PART 1 GENERAL

1.1 DESCRIPTION

A. This Section is in addition to the Contract General Conditions and Special Provisions.

B. Contractor shall develop a network plan and schedule for the Project demonstrating complete fulfillment of all contract requirements and shall keep the network plans up to date in accordance with the requirements of this Section. Contractor shall employ the Critical Path Method (CPM) in developing the plan and schedule, and in the planning, coordinating, performing and reporting the work under this Contract, including all activities of Subcontractors, equipment vendors, suppliers, and any County functions that impact the Work. It is explicitly understood that the schedule shall be employed by and is vital to the County in monitoring the progress of the Work and administering this Contract.

C. The CPM schedule shall be prepared using Primavera P6 or newer or accepted equal. Equivalency of a proposed substitute CPM program shall be determined by County at his/her sole discretion upon the application of Contractor. Regardless of which scheduling software is used it must have the capability of a definitive “Data Date” that will illustrate impacts to individual activities and the overall Project where the activities’ progress is not progressing as originally planned or they have not started as planned. If a later version of either Primavera product is used in the development of the schedule it is the responsibility of Contractor to assure that it is readable in Primavera P6.

D. The principles and definition of CPM in terms used herein shall be as follows:

1. CPM network is a graphic description of the construction plan, showing the sequential steps needed to reach the completion of the Work. It shall depict events and tasks, and their interrelationships, and shall recognize the progress that must be made in one task before subsequent tasks can begin. The CPM network shall be comprehensive and shall include all interdependencies and interactions required to perform the Work of the Project. The only activity in the schedule that will not have a predecessor is the Project Start or Notice to Proceed Milestone. The only activity in the schedule that will not have a successor is the Final Completion Milestone. All other activities in the schedule shall have predecessor and successor logic ties.

1.2 SUBMITTALS

A. Refer to Section 01 33 00, for submittal procedures.

B. Within ten Calendar Days following receipt of Notice of Intent to Award prior to the full execution of signed Agreement, and prior to engaging a scheduling consultant or commencing performance of the work specified in this Section with its own forces, Contractor shall submit to County:

1. The name and the address of the proposed scheduling consultant.
2. Information sufficient to show that the proposed scheduling consultant or Contractor's own organization has scheduling support staff and computer facilities meeting the requirements herein.

3. A list of prior projects, with County telephone contact numbers for which the proposed scheduling consultant or Contractor's own organization, or staff thereof, has performed services similar to those required for this Contract.
4. The acceptability of the proposed scheduler will be at the sole discretion of County.

C. A “Draft” Initial Contract Schedule shall be submitted no later than the pre-construction kick-off meeting date followed by the Initial Contract Schedule submittal based upon County’s comments.

D. Contractor shall submit preliminary submittal schedule to County no later than ten Calendar Days after the first working day identified in the Notice to Proceed.

E. Submit Initial Contract Schedule within twenty-one Calendar Days after the first working day identified in the Notice to Proceed.

F. Monthly updated Initial Contract Schedules (hereinafter referred to as the Monthly Baseline Schedules) and reports; three each, referenced herein shall be submitted concurrently in a single package. It is expected that this submittal shall precede by five days Contractor’s pay application. It is understood that Monthly updated schedules are a condition precedent to the processing of payment applications. Contractor shall also submit a copy of the computer data disks used to produce hard copy submittals. The electronic file of the schedule shall be readable in Primavera P6. A PDF file format is not considered an electronic copy of the schedule submittal.

G. All other required reports referenced herein, typically three each per occurrence.

H. Contractor shall begin Construction and Operation MCAQMD permit applications no later than 14 days following Notice to Proceed.

I. Submit one reproducible and three color plots on “E” size sheets (approximately 34 inches by 44 inches) of each required schedule and four copies of all required reports. Contractor shall also submit a copy of the computer data disks used to produce hard copy submittals. The computer data disks will contain the schedule computer files in Primavera P6 compatible format. A PDF file Format is not considered an electronic copy of the schedule submittal.

1.3 ACCEPTANCE

A. County shall have the right to accept or reject both the proposed scheduling consultant or Contractor's proposed Project Manager, Superintendent and Project Engineer. Contractor shall re-propose qualified alternates at no cost to County within three Calendar Days thereafter and until such time as County’s approval is received. Notice to Proceed will not be issued until the three key Contractor’s staff members have been approved.

B. Acceptance of Contractor’s Initial Contract Schedule by County will be a condition precedent to the making of any progress payment for work performed beyond ninety days from receipt of the Notice to Proceed.

C. The required schedules and reports shall be prepared and submitted for review and approval in accordance with the General Conditions, Special Provisions, and this Section.

D. The monthly updating of the Baseline Schedule and reports shall be an integral part and basic element of the estimate upon which progress payments will be made. Submittal, review and approval by County of these items shall be a condition precedent to the making of progress payments. If, in the judgment of County, Contractor fails or refuses to provide a complete updated Monthly Baseline Schedule or reports, as specified, Contractor will be deemed to have not provided the required estimate upon which progress payments may be made and shall not be entitled to such progress payments unless or until it has furnished the aforesaid schedules. If Contractor fails to comply or is late in compliance with this requirement, and County finds it to be in their best interest to process the monthly payment, an amount not exceeding $10,000 shall be retained from any monthly progress payment until compliance is affected. County shall deduct the withheld amount from the contract amount if delinquent for each additional month. Continued failure by Contractor to meet its responsibilities under this Section shall be a basis for termination for cause.

E. In the event Contractor submits a viable, contractually compliant Contract Schedule which indicates Final Completion at a date earlier than the contractually provided contract duration, the acceptance of such a schedule will not change the Contract Time. In such an event, a schedule activity entitled “Project Float”, of a duration equal to the difference between the proposed construction duration and the contract duration, will be added to the schedule. All Project Float is a Project resource for Contractor and County and is not for the exclusive use of either party.

1.4 CONSTRUCTION ANALYSIS

A. Contractor shall use Primavera P6, or newer, or accepted equal. Contractor shall coordinate with County to produce the following minimum information with the Initial Contract Schedule:

1. Activity identification;
2. Activity description;
3. Status date and original/remaining duration;
4. Activity percentage complete;
5. Activity duration;
6. Early start/finish and late start/finish;
7. Total float;
8. The predecessor and successor activities for each individual activity;
9. A comparison between the current update and the baseline schedule;
10. Designation of the planned work day/work week for each activity;
11. A near-critical item list of activities with ten Working Days or less total float;
12. Scheduled and actual manpower loading for each activity; and
13. Scheduled and actual progress payment for each activity.

B. Should Contractor develop the schedule in any version of a Primavera product newer than Primavera P6, the schedule will be developed utilizing the “Project Level” coding not the

"Enterprise" or "Global" Level. It is Contractor's sole responsibility to ensure that all coding included in the schedule on their computer(s) is transferred and readable by County in the electronic format.

1.5 QUALITY ASSURANCE

A. To assist in the preparation and for the production of the required submittal of the Schedules and Reports outlined in this Section, Contractor shall engage, at its own expense, a CPM consultant having the following qualifications, except that Contractor may perform these services with its own organization if Contractor itself has such qualifications:

1. Have a staff of two or more employees regularly engaged and skilled in the application of computerized CPM scheduling methods on similar or larger size construction projects.
2. Possess or have access to computer programs for preparation and production of schedules and reports.
3. Have computer facilities or access on short notice to computer facilities with the capability of delivering a CPM plot and readout within 48-hours.
4. Scheduling Software:
   a. Contractor shall utilize a Windows-based computer-software program compatible with Primavera P6, or newer, or accepted equal.
   b. Use of Scheduling Software other than Primavera P6:
      1) If Contractor requests and receives authorization from County to utilize scheduling software other than that indicated above, Contractor will still be obligated to provide the schedules to County in Primavera P6.
      2) Any conversions of schedule files that may be required to accommodate the Primavera P6 will be performed by Contractor at no cost to County.
      3) In the event that there is a difference between the schedule as developed in the software utilized by Contractor and the schedule as converted to and used by the Primavera products, the schedule that is used in the Primavera product shall have primacy.

1.6 CONTRACT DELIVERABLES

A. Draft Initial Contract Schedule:

1. Submission:
   a. Contractor shall submit a "draft" Initial Contract Schedule to County no later than the date of the Project preconstruction conference as scheduled by County. The draft Initial Contract Schedule will include all activities that are required or anticipated to be complete within the first ninety Calendar Days of the Project. The draft Initial schedule shall also contain a summarization of the remaining activities formatting the remaining work areas, overall contract duration, milestones, etc. for the remainder of the Project. Failure to submit this Draft Initial Contract Schedule by the pre-construction kick-off meeting will result in the withholding of first progress payment until it is submitted.

b. Any revisions deemed necessary by County as a result of its review (fourteen Calendar Days) shall be incorporated into Contractor's "draft" Initial Contract Schedule and re-submitted to County for review within ten Calendar Days after Contractor's receipt of the "draft" Preliminary Initial Contract Schedule from County.

2. Form:
   a. Prepare the "draft" Initial Contract Schedule as a time-scaled CPM network showing continuous flow from left to right. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each work activity in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time. The "draft" Initial Contract Schedule shall also be submitted to County in electronic format.
3. The "draft" Initial Contract Schedule shall include but not be limited to:
   a. A legend of scheduled activities.
   b. Scheduled work activities that clearly indicate the scope of work to be completed.
   c. Major milestones, which are critical to the completion of the Work, including but not limited to the following: NTP date; mobilization; coordination review and detailing activities; Contractor quality control review activities; Substantial Completion and Final Completion.
   d. Regulatory agency project scheduling notifications and constraints including but not limited to traffic control permit requirements, seasonal work restrictions, preconstruction notifications, obtaining all Contractor-required permits and any associated constraints.
   e. Major work activity categories to be included in the Initial Contract Schedule.
   f. Submittals Section, containing submission, review, procurement and delivery of all Project materials. All contractually required submittals, including Deferred Submittals, shall be incorporated into the schedule.
   g. OFCI/OFOI items.
   h. Start up, Testing, Inspections and Commissioning.
   i. Punch list development and correction.
   j. Contractor closeout documentation and training.
   k. Punch list corrective work to be performed by Contractor.
   l. Demobilization and Final Completion.
   m. Inclement Weather Days.
   n. A plot of the "draft" Initial Contract Schedule with a clearly highlighted critical path.
   o. Calendar designations identifying all holidays and non-Working Days.
   p. The "draft" Initial Contract Schedule shall contain an activity code structure sufficient to allow future sorting/grouping by responsibility or Subcontractor, area/location, CSI division, SOV identification, Milestones and a code entitled "Update" that will identify the schedule submission when specific activities were added to the network (new activities, Change Orders, etc.).
4. An activity for the final commissioning functional testing shall be included in the schedule and it shall be a predecessor to the punch list activity. The logic chains of all activities for

the systems that will be included in the commissioning program will be logically tied to the final commissioning functional testing activity. At a minimum this activity will have a duration of two weeks or ten workdays. Pre-functional testing of all systems included in the commissioning program shall be accomplished prior to the final commissioning function testing by County. Contractor shall coordinate with County so that all pre-functional testing can be observed.

B. Initial Contract Schedule:

1. Contractor shall submit to County for review and approval an Initial Contract Schedule no later than twenty-one Calendar Days after the first working day identified in the Notice to Proceed, but in such time to allow for review and approval ninety days from the first working day identified in the Notice to Proceed. The Initial Contract Schedule shall be a computerized detailed task level CPM diagram in precedence diagramming method (PDM) format. A clear delineation of construction activities shall be shown on the Initial Contract Schedule. This schedule shall be manpower and resource. Failure to submit this Initial Contract Schedule within the time frame indicated herein will result in the withholding of the initial progress payment until it is submitted.

    a. Contractor and requested Subcontractors shall participate in a review of the proposed Initial Contract Schedule by County when requested to do so. Any revisions deemed necessary by County as a result of this joint review shall be re-submitted within ten days after said meeting.

2. All activities in the Initial Contract Schedule shall have sufficient code structure to enable a sort by activity code, or "rollup" of the activities in the form of a Summary Schedule. The code structure will allow sufficient sorting capabilities to group by: responsibility (by Subcontractor), location (building, floor, area, etc.), type (submittal, approval, change, etc), milestones, CSI division, etc.

3. The work activities comprising the Initial Contract Schedule shall be of sufficient detail to ensure adequate planning and execution of the Work and such that the schedules provide an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as a singular task that requires time and resources (manpower, equipment, and/or material) to complete in a continuous operation (excepting submittal activities, review/approval activities, and fabrication and procurement activities). No activity shall be less than one nor more than fifteen days in duration for any on-Site operation. All holidays and non-Working Days shall be identified by way of calendar designations.

    a. Initial Contract Schedule shall indicate work that is to occur within 500 feet of riparian area as defined in Section 01 10 00 – Summary of Work. This work shall not be scheduled to occur between February 1st and August 31. There shall be no claims made for delay for any work in this area during this timeframe.

    b. Hydroseeding (if required) shall only be performed within the timeframe specified in Section 32 92 19 – Hydroseeding. This timeframe shall be noted in the Initial Contract Schedule for this procedure. No claims for delay will be accepted if this work is performed outside of this timeframe or if reseeding is necessary due to seeds not germinating due to applications applied during the unspecified timeframe.

4. Failure by Contractor to include any element of the Work required for the performance of this Contract and completion of the Project, including all submittals, shall not excuse Contractor from completing all work required within the time for completion,

notwithstanding County's acceptance of the Initial Contract Schedule.

5. No more than twenty percent of the total number of activities shown on the schedule shall be critical or near critical. Near critical is defined as float less than ten days.

6. The schedule shall indicate the sequence and interdependency of all work activities. For the Initial Contract Schedule development all activities shall be linked by finish-to-start (FS) relationships only. No other type of relationships shall be permitted (including, but not limited to: start-to-start, finish-to-finish, and start-to-finish relationships) without the prior written permission of County. Constraints in the schedule shall be limited to those called for in the Contract. Any requested additional constraints on activities shall be kept to a minimum and subject to the written permission of County. Lags will not be used without the prior written permission of County. In no case will positive lags be permitted in Finish-to-Start relationships. Milestones shall also be limited to those specifically called for in the Contract. Unless otherwise called for in the Contract, there shall be only two milestones; one for the Notice to Proceed and one for Final Completion.
7. A combined three week Look-Ahead Schedule with a one week Record Schedule for the previous week shall be submitted by Contractor to County for review and approval at each progress meeting. Contractor shall status the schedule on a weekly basis. This Look-Ahead Schedule shall be derived from this weekly statusing. The cumulative status of the Look-Ahead schedules shall be the basis for the Monthly Update submittal. In no event shall Contractor utilize a separate schedule for generation and maintenance of the Look-Ahead schedules. If the superintendent's and revised Baseline Schedule schedule's logic deviate significantly, a reconciliation of the two schedules shall be required. This revision shall follow procedures as described below.
    a. 3-week Look-Ahead Schedules shall be submitted no later than 24 hours prior to any Owner-Architect-Contractor (OAC) meeting.
8. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion date of the Work. All other Work activities are defined as non-critical Work activities and are considered to have float.
9. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of milestones specified in this Section or the scheduled completion date of the Work, or both. Float time is not for the exclusive use or benefit of either County or Contractor. Neither Contractor nor County shall have an exclusive right to the use of float. Document the effect on the updated Contract Schedule whenever float has been used. Contractor's schedule shall provide for the completion date not to exceed nor shall he or she provide for the completion date earlier than the time limits for completion set forth in the Contract Documents.
10. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical.
11. Contractor shall not sequester float through strategies including extending activity

duration estimates to consume available float, using preferential logic, using extensive or insufficient crew/resource loading, use of float suppression techniques like Zero Total Float constraints, special lead/lag logic restraints or imposed dates. Use of float time disclosed or implied by the use of alternate float suppression techniques shall be shared to the benefit of both County and Contractor.

12. Inclement Weather Days:

    a. Inclement Weather Days shall be based on data found on the West Regional Climate Center website (https://wrcc.dri.edu/cgi-bin/cliMAIN.pl?ca9122), for Ukiah, California. The average number of monthly Inclement Weather Days normally experienced within the region shall be non-compensable and shall be those that are days with 0.10 inch of precipitation or greater. Per the West Regional Climate Center chart for this Project, the average number of Inclement Weather Days per month are as follows:

Month	Inclement Weather Days
January:	10 days
February:	9 days
March:	8 days
April:	5 days
May:	3 days
June:	1 day
July:	0 days
August:	0 days
September:	1 day
October:	3 days
November:	7 days
December:	9 days

    b. The total number of Inclement Weather Days shall be the sum of Inclement Weather Days by month commencing with the Notice to Proceed and ending at Substantial Completion. Inclement Weather Days shall be drawn against the total Inclement Weather Days for each year or portion thereof.

    c. Contractor shall apply to the County to use an Inclement Weather Day when only a critical path activity has been delayed because of inclement weather. If inclement weather conditions are the basis for a Claim for additional time, such Claim shall be documented by detailed data substantiating days claimed and the impact on the critical path of construction. The Contractor will not be granted time extensions for days where the precipitation is less than 0.10 inches. This application submission must occur in the same month as the inclement weather delay and must be approved by the County. Any time extension granted to the Contractor due to inclement weather delays shall be in the form of non-compensable days. Final determination of the final impacts of adverse weather may be deferred to the conclusion of the Work.

13. Once approved by County, Contractor's Initial Contract Schedule shall be known as the Baseline Schedule and shall be used by Contractor for executing the Work of the Contract, including planning, organizing and directing the Work, and reporting its progress until subsequently revised. No unilateral changes shall be made to the Baseline Schedule without the prior approval and consent of County, excepting only the reporting of Actual Start, Actual Finish, and Activity Progress.

C. Baseline Schedule Updating and Progress Payments:

1. The Baseline Schedule shall be updated on a monthly basis (or at lesser intervals if deemed necessary by County without additional cost to County for reasons such as work activities being thirty days or more behind schedule) for the purpose of recording and monitoring the progress of the Work. Contractor shall meet with County each month to review actual progress made to date, activities started and completed to date, and the percentage of work completed to date on each activity started but not completed. Upon completion of the joint review, Contractor shall prepare the updated Baseline Schedule and submit it to County.
2. The updated Baseline Schedule shall incorporate all changes mutually agreed upon by Contractor and County during preceding periodic reviews and all changes resulting from authorized Change Orders and Field Directives. Unauthorized, unilateral Contractor changes to logic or activities shall not be allowed. The inclusion of changes in the schedule shall be at Contractor's sole expense.
3. Once each month, prior to submission of the payment application, Contractor shall submit to County and Construction Manager a report generated from the approved schedule that reflects the percent of completion by activity. Contractor, Construction Manager, and County shall walk the Project to verify the percentage of completion of each activity. Once the percent of completion of each activity is agreed upon, Contractor shall incorporate this data into the schedule update and these percentages shall be the basis for development of that month's payment application. Contractor shall not separate the percentage of completion from the remaining durations in the calculation of the schedule. The monthly update is a precedent to processing the monthly payment application. The monthly payment application shall not be processed until the monthly schedule update has been submitted and reviewed.
4. The schedule calculation setting for the monthly updates shall be "Retained Logic". The "Progress Override" setting may only be utilized to identify the differential in the calculated finish date due to "Out of Sequence Progress". Some Out of Sequence Progress will occur on all Projects. However, if it becomes excessive it has a detrimental affect on the schedules forecast of completion and Contractor's near-term work plan. It can also develop a situation where there are two different critical paths. Should the differential in the Final Completion exceed ten days utilizing the Retained Logic setting vs. the Progress Override setting, the successor logic of the Out of Sequence activities shall be revised to eliminate the differential. In addition, the Retained Logic setting is the setting that will be used for the adjudication of any time extension requests or delay claims.
5. If the Project is progressing out of sequence and this out of sequence progress is artificially pushing out the logic chain of activities due to the finished to start logic type assigned, Contractor shall revise the logic to reflect their new work plan and eliminate the artificial push out of the logic chain.
6. Acceptance of the Updated Baseline Schedule will be a condition precedent to the making of any progress payments for work performed.
7. It is explicitly understood that the updated schedules are vital to County in managing, monitoring, and administrating the Project. Delays in submitting the schedule updates will have a detrimental effect on County's ability to perform its responsibilities under the Contract.

D. Reports:
   1. The Initial Schedule submittal shall include the following:
      a. A computer generated, time-scaled CPM Network Diagram;
      b. Detailed Bar Chart;
      c. Computer Generated Reports:
         1) A tabular report of all activities grouped by Area (i.e. Milestones, Procurement, Construction) and sorted by early start then total float then early finish. For each activity the following information shall be indicated:
            a) Activity ID.
            b) Activity Description.
            c) Original Duration.
            d) Remaining Duration.
            e) Percent Complete.
            f) Total Float.
            g) Early/Late Starts and Finishes.
            h) Responsibility.
      d. Project calendar indicating all non-working periods.
      e. Activity codes dictionary which shall identify all code values and code titles used.
      f. Submittal Schedule:
         1) Contractor, within twenty-one days after Notice to Proceed, shall prepare and submit to County for approval a comprehensive Submittal Schedule which shall be maintained in the Initial Contract Schedule. Contractor shall identify on the Submittal Schedule all of the submittal items required by the Contract Documents governing the Work, listing Shop Drawings and Product Data or literature separately. Contractor shall indicate for each submittal item on the Submittal Schedule:
         2) The date by which that item will be submitted to County.
         3) Whether the submittal is for review, substitution, or for record only.
         4) The date by which response by County is required.
         5) The date by which the material or equipment must be on the Site in order not to delay the progress of the Work.

E. An electronic copy of the monthly network e-mailed in compressed format to the County.
   1. Monthly schedule updates shall include the following:
   2. Activity Status Report.
   3. Proposed Revisions Report.
   4. Emailed updated Schedule File.
   5. Narrative Report:

a. The Monthly Narrative Report shall contain the following information for each monthly update:
   1) Description of overall Project status
   2) Description of problem areas (referenced to pending Change Orders as appropriate).
   3) Current and anticipated delays not resolved by approved Change Order, including:
      a) Cause of the delay.
      b) Corrective action and schedule adjustments to correct the delay.
      c) Known or potential impact of the delay on other activities and milestones.
   4) Changes in the construction sequence.
   5) Pending items and status thereof, including but not limited to:
      a) Pending Change Orders.
      b) Time Extension Requests.
      c) Other Issues relating to Contract Time.
   6) Final Completion Date status:
      a) If ahead of schedule, the number of Calendar Days ahead.
      b) If behind schedule, the number of Calendar Days behind.
   7) Other Project or scheduling concerns.

6. Submittal of the monthly reports and schedule updates by Contractor are required regardless of the approval status of the Baseline Schedule or any monthly revision to the Baseline Schedule.
7. Contractor shall not make unilateral revisions to the Monthly Updates. Should Contractor desire to revise the schedule logic or durations he/she shall first submit the Monthly Update based upon the previous Monthly Update with just actual start dates, actual finish dates, and/or percentages of completion. Any additional changes other than actual status data will not be allowed. Following this updating and submittal task Contractor can then submit a copy of this update with his/her proposed changes. This proposed revised update will clearly be identified as a proposed revision in the Title, Number/Version and File Name.

1.7 RESPONSIBILITY FOR COMPLETION

A. Contractor agrees that at the sole judgment of County, whenever it becomes apparent from the current monthly updated Baseline Schedule that the Final Completion date will not be met, it will take some or all of the following actions, as approved by County, at no cost to County:
   1. Increase construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of County, the backlog of work.
   2. Increase the number of working hours per shift, shifts per working day, Working Days per week, or the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of County, the backlog of work.

This paragraph shall not be construed to permit contractor to violate the work hour restrictions specified in the Contract Documents.

3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

1.8 ADJUSTMENT OF TIMES FOR COMPLETION

A. In addition to provisions of the General Conditions, the time for completion of the Work will be adjusted in accordance with these procedures.

1. Any request for an adjustment of the Contract Time for completion submitted by Contractor for changes or alleged delays shall be accompanied by a complete Time Impact Analysis, (TIA), which shall be submitted for review within fifteen days after the initial request for time by Contractor. Time extensions will not be granted unless substantiated by the CPM Schedule, and then not until the CPM Project Float becomes zero. If Contractor fails to submit a TIA within the aforementioned time period, then Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional contract time.

B. Each Time Impact Analysis shall provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. Each Time Impact Analysis shall be in form and content acceptable to County, and shall include, but not be limited to, the following:

1. A fragmentary CPM type network (Fragnet) illustrating how Contractor proposed to incorporate the change or alleged delay into the current updated Baseline Schedule; and

2. Identification of all activities in the current updated Baseline Schedule whose logic is proposed to be amended due to the change or alleged delay, all activities that are/will be affected by the proposed change or alleged delay, together with engineering estimates and other appropriate data justifying the proposal.

C. The Time Impact Analysis shall be determined on the basis of the date or dates when the change or changes were issued, or the date or dates when the alleged delay or delays began. The status of the construction Project and Time Impact Analysis shall include event time computations for all affected activities including but not limited to work around sequencing, or recovery options to maintain the original Final Completion date.

D. Time Impact Analyses provided in order to demonstrate the time impact upon the overall Project and the time for completion shall be accomplished at no additional cost to County.

E. If County finds, after review of the Time Impact Analysis, that Contractor is entitled to any extension of time for completion, the time for completion will be adjusted by Change Order issued by County, and Contractor shall then revise the Baseline Schedule accordingly.

1.9 RECOVERY SCHEDULES

A. When periodic updates indicate the Work is 14 or more Calendar Days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, Working Days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

1.10 FINAL RECORD SCHEDULE

A. As a condition precedent to final acceptance of the Project, submit a final Record Construction Schedule and all final reports which accurately reflect the manner in which the Project was constructed and includes actual start and completion dates for all work activities on the Baseline Schedule.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 013223 - FIELD ENGINEERING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Provide and pay for field engineering services required for Project, including Civil, Surveying or other professional engineering services specified, or required to execute contractor's construction methods.

1.2 RELATED SECTIONS

A. Section 01 33 00: Submittal Procedures.

B. Section 01 78 39: Project Record Documents

1.3 SUBMITTALS

A. Submit name, address, and state registration number of surveyor and professional engineer to County before commencing survey/layout work.

B. On request of County, submit documentation to verify accuracy of field engineering work.

C. Submit Certification signed by engineer or surveyor certifying that elevations or locations of improvements are in conformance with Contract Documents.

1.4 SCHEDULING

A. The contractor shall notify County 10 days prior to commencement of survey work.

1.5 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. All engineers or land surveyors must be acceptable to Contractor and County and must be registered and licensed to practice in California.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 SURVEY REFERENCE POINTS

A. Existing basic horizontal and vertical survey reference points for Project are those designated on Drawings.

B. Survey reference points are to be located and protected prior to starting Site work, and all permanent reference points are to be preserved during construction.

C. The Contractor shall:

1. Make no changes or relocations without prior written notice to County.

2. Report to County when any reference point is lost or destroyed or required relocation because of necessary changes in grades or locations.
3. Require surveyor to replace Project survey reference points which may be lost or destroyed. Establish replacements based on original survey control.

3.2 PROJECT SURVEY REQUIREMENTS

A. The Contractor shall:

1. Establish minimum of two permanent benchmarks on Project Site, referenced to data established by survey reference points, and record locations, with horizontal and vertical data, on Project Record Documents.
2. Establish lines and levels, locate and layout, by instrumentation and similar appropriate means:
   a. Site improvements.
   b. Stakes for grading, fill and topsoil placement.
   c. Utility slopes and invert elevations.
   d. From time to time, verify layouts by same methods.

3.3 RECORDS

A. The Contractor shall:

1. Maintain complete, accurate log of all control and survey work as it progresses.
2. On completion of building pad and parking and drive grading, prepare certified survey showing all dimensions, locations, angles and elections of construction.
3. Record location on Project Record Documents, per Section 01 78 39, Article 3.4.

END OF SECTION

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preconstruction photographs.

B. Periodic construction photographs.

C. Final completion construction photographs.

1.2 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures.

B. Section 01 77 00 – Contract Closeout.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For photographer.

B. Key Plan: Submit key plan of Project Site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

C. Digital Photographs: Submit image files within three days of taking photographs.

1. Digital Camera: Minimum sensor resolution of eight megapixels.
2. Format: Minimum 1024 by 768 pixels, 300 dpi minimum, in unaltered original files, with same aspect ratio as the sensor, un-cropped, date- and time- stamped, in folder named by date of photograph, accompanied by key plan file.
3. Identification: Submittals shall consist of subfolders and a key plan. Provide the following information with submittal:
    a. Subfolders with photographs of each floor, with dates.
    b. Photographs separated in sets, for each room/space, and identified by room numbers/names.

1.4 COORDINATION

A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project Site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs.

1.5 OWNER'S SPECIAL REQUIREMENTS

A. Use of drones for photography is strictly prohibited.

B. Sequence: Pictures shall start from main entry door into room, shot clockwise, then ceiling. Files need to be created for each room, with file name and room name to match.

1. Coordinate additional areas with Owner.

C. For rooms too small to fit into, like plumbing chases, walls with backing, or going through mechanical/electrical/plumbing work shall be shot with appropriate wide-angle lens cameras.

1.6 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of eight megapixels, and at an image resolution of not less than 1024 by 768 and 300 dpi.

PART 3 EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Contractor's designated photographer to take construction photographs.

B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.
2. For wide-angle lens camera, coordinate requirements with Owner.
3. Transfer photographic data electronically, for each submittal, to Owner and Architect.

C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.
2. Field Office Images: Maintain one set of images accessible in the field office at Project Site, available at all times for reference. Identify images in the same manner as those submitted to Owner.
3. Field Office Database: Maintain one portable hard drive containing all Project photographs, readily available for Owner's review.

D. Periodic Construction Photographs:

1. Close in documentation: Photographs shall be taken after all mechanical, electrical, and plumbing work and backings are installed. These photographs shall be taken before insulation installation at all rooms and corridors.
2. Photographs shall be taken of all utilities from point of origination up to the building in trenches prior to backfill.
3. Take construction photographs, number as listed below, coordinate timing, frequency, and locations with Owner.

a. Rooms/Spaces, 100 square feet or less: Minimum 50 photographs throughout course of construction.
b. Rooms/Spaces, Exceeding 100 square feet: Minimum 100 photographs throughout course of construction.

4. Select vantage points to show status of construction and progress since last photographs were taken.

E. Owner-Directed Construction Photographs: Provide three progress photography sessions in addition to Periodic Construction Photographs noted above. Owner will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

F. Final Completion Construction Photographs: Take color photographs after date of Substantial Completion for submission as Project record documents. Coordinate quantities and other requirements with Owner. Architect and Owner will inform photographer of desired vantage points.

G. Additional Photographs: Architect or Owner may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:
   a. Special events planned at Project Site.
   b. Immediate follow-up when on-Site events result in construction damage or losses.
   c. Photographs to be taken at fabrication locations away from Project Site.
   d. Substantial Completion of a major phase or component of the Work.
   e. Extra record photographs at time of final acceptance.
   f. Owner's request for special publicity photographs.

END OF SECTION

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures.

B. Contractor's construction progress schedules.

C. Shop Drawings.

D. Design Data.

E. Test Reports.

1.2 RELATED SECTIONS

A. Section 01 77 00 – Contract Closeout: Contract warranties and manufacturer's certificates closeout submittals.

1.3 SUBMITTAL SCHEDULE

A. Within twenty-one Calendar Days after Notice to Proceed, submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with Initial Contract Schedule. Include those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Contractor shall identify on the Submittal Schedule all of the submittal items required by the Contract Documents governing the Work, listing Shop Drawings and Product Data or literature separately. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
   a. Scheduled date for first submittal.
   b. Specification Section number and title.
   c. Name of Subcontractor.
   d. Description of the Work covered.
   e. Whether the submittal is for review, substitution, or for record only.
   f. Scheduled date for Architect's final release or approval.
   g. Scheduled date of fabrication.
   h. Scheduled dates for purchasing.
   i. Scheduled dates for installation.

1.4 SUBMITTAL PROCEDURES

A. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Timing: Submittals received by Architect after 1:00 p.m. will be considered as received the following Working Day.
2. Initial Review: Allow 15 Calendar Days for initial review of each submittal. Allow 21 Calendar Days for larger and more complex submittals such as but not limited to casework, steel Shop Drawings, reinforcing drawings, stair and guardrail Shop Drawings, fire alarm drawings, fire sprinkler drawings, etc. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
3. Resubmittal Review: Allow 10 Calendar Days for review of each resubmittal. Allow 15 Calendar Days for larger and more complex submittals such as but not limited to casework, steel Shop Drawings, reinforcing drawings, stair and guardrail Shop Drawings, fire alarm drawings, fire sprinkler drawings, etc.

B. The Contractor shall use a web-based system for Requests for Information (RFIs), Submittals, and other documents which require tracking and/or review.

1. Access to the web-based system shall be provided to County Contract Administrator, Architect, and the County's Construction Manager.

C. Electronic File Availability: Architect’s electronic drawing files for this Project will be available to Contractor upon written request. The request shall include the drawing sheet number of each drawing being requested. Architect shall respond to the written request using the Delivery of Electronic Files Agreement Form attached at the end of this Section. Contractor shall sign and date the form and return it to Architect prior to the electronic files being delivered to Contractor.

1. Electronic drawing files developed by Architect’s Consultants for this Project may be available under separate agreement with each consultant. Refer to the directory on the Title/Cover Drawing Sheet for listing of consultant information.

D. Transmit each submittal with a Submittal Form acceptable to County and Architect. Limit each transmittal to a single submittal item or series of related items.

E. Sequentially number the transmittal forms. Resubmittals shall retain original number with an alphabetic or decimal suffix.

F. Identify Project, Contractor, Subcontractor or Supplier; pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.

G. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and the Contract Documents.

H. Schedule submittals in accordance with construction to expedite the Project and deliver to Architect and County at business address. Coordinate submission of related items.

I. Identify variations from the Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.

J. Provide space for Contractor, County, and Architect review stamps.

K. Revise and resubmit submittals as required, identify all changes made since previous submittal; re-submit within such time as necessary to avoid delay to the Work of the re-submitted item, related Work, and the Project.

L. Acceptance of submittals by Architect is general in nature and shall not relieve Contractor from responsibility for proper fitting and construction of work, nor from furnishing products, materials, and work required by Contract which may not be indicated on submittals.

M. No portion of Work requiring submittals shall commence until submittal has been reviewed and accepted by Architect. All such portions of Work shall be in accordance with accepted submittals.

1. Work that is installed that is not per an approved Submittal or shop drawing will be removed and replaced with the correct material(s). A recovery schedule will be submitted to show how the GC will make up the time for this error. At the discretion of the County, all cost impacts for these errors will be the responsibility of the Contractor.

N. Distribute copies of Architect reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

O. Submit requests for substitution under provisions of Section 01 60 00.

1.5 SHOP DRAWINGS

A. Shop Drawings: Submit to County and Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Provide Shop Drawings to scale showing all details of proposed construction. Indicate special utility and electrical characteristics, and utility connection requirements.

C. When required by individual specification Sections, provide Shop Drawings signed and sealed by professional engineer responsible for designing components shown on Shop Drawings.

1. Include signed and sealed calculations to support design.
2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. Submit Shop Drawings in electronic format.

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

E. After review and acceptance by County and Architect, Contractor shall distribute in accordance with Article 1.3 above and provide copies for Record Documents described in Section 01 78 39.

1.6 DESIGN DATA

A. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.7 TEST REPORTS

A. Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents

1.8 WELDING CERTIFICATES

A. Submit written Certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

1.9 QUALIFICATION DATA

A. Submit written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

1.10 SAMPLES

A. Submit Samples as follows, and as required by individual Specification Sections.

B. Submit Samples for review of attributes including, but not limited to, kind, color, pattern, and texture to verify that these characteristics comply with specified criteria. Accepted Samples shall be used to verify compliance of actual components as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
    a. Generic description of sample.
    b. Generic name of each item.
    c. Product name and name of manufacturer.
    d. Sample source.
    e. Number and title of applicable Specification Section.
    f. Applicable specification paragraph number.
3. Disposition: Maintain sets of approved Samples at Project Site, available for quality control comparisons throughout the course of construction activity.

C. Samples for Initial Selection: Where not specified or indicated on Drawings, submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

1. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

1.11 OTHER SUBMITTALS

A. Submit other submittals as required by individual Specification Sections.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

AN AGREEMENT BETWEEN ARCHITECT OF RECORD AND CONTRACTOR FOR TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Architect of Record _____ Contractor _____

NLA Project No. _____ Date _____

Project Name _____

The Architect will provide the following CAD files, dated _____, for the convenience of the Contractor in preparing shop fabrication drawings or for other in-house coordination work:

Drawings were prepared on the following:

Computer Software: _____ Version _____

Contractor shall pay Architect a service fee of _____

TERMS AND CONDITIONS:

1. Architect makes no representation as to the compatibility of the CAD files with any hardware or software.

2. Architect will not provide multiple copies of electronic media for the convenience of the Contractor's subcontractors. If the Contractor wishes to transmit these files to others, the Contractor shall do so at his own risk and these terms and conditions shall apply to any and all recipients of these files.

3. Since the information set forth in the CAD files can be modified unintentionally or otherwise, the Architect reserves the right to remove all identification of it's ownership and/or involvement from each electronic display. This media should not be considered as a certified document.

4. All information on the CAD files is considered instruments of service of the Architect and shall not be used for other projects, for additions to this project, or completion of this project by others. CAD files shall remain the property of the Architect, and in no case shall the transfer of these files be considered a sale.

5. Architect makes no representation regarding the accuracy, completeness, or permanence of these or any CAD files, nor for the merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the CAD files may not have been incorporated. In the event of a conflict between the Architect's signed and sealed Contract Drawings and CAD files, the signed and sealed Contract Drawings shall govern. It is the Contractor's responsibility to determine if any conflicts exist. The CAD files shall not be considered in any way to be a part of the Contract Documents as defined by the General Conditions of the Contract for Construction.

6. The use of CAD files prepared by the Architect shall not in any way alleviate the Contractor's responsibility for the proper checking and coordination of dimensions, details, member sizes and gage, and quantities of materials as required to facilitate complete and accurate fabrication and erection.

7. The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Architect, and its sub-consultants form all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney's fees, arising out of or resulting from the use of the CAD files by the Contractor, or by third party recipients of the CAD files from the Contractor.

8. The Architect believes that no licensing or copyright fees are due to others on account of the transfer of the CAD files, but to the extent any are due, the Contractor will pay the appropriate fees and hold the Architect harmless from such claims.

9. Payment of the service fee is due upon receipt of the CAD files.

10. The Agreement shall be governed by the laws of the principal place of business of the Architect.

AUTHORIZED ACCEPTANCE:

By Architect of Record

_____
Signature Date

_____
Print Name and Title

By Contractor

_____
Signature Date

_____
Print Name and Title

SECTION 013513.16 - SPECIAL PROJECT PROCEDURES FOR DETENTION FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes special procedures for coordination of detention work.

B. Detention work required by, but not specified in, this Section includes the following:

1. Section 055963 "Detention Enclosures."
2. Section 083463 "Detention Doors and Frames."
3. Section 087163 "Detention Door Hardware."
4. Section 088853 "Security Glazing."
5. Section 095753 "Security Ceiling Assemblies."
6. Section 102813.63 "Detention Toilet Accessories."
7. Section 104413 "Fire Protection Cabinets."
8. Section 111916 "Detention Gun Lockers."
9. Section 125500 "Detention Furniture."
10. Section 281300 "Access Control Software and Database Management."
11. Section 281500 "Intercom System"
12. Section 282300 "Video Surveillance."
13. Section 283100 "Intrusion Detection."
14. Section 282600 "Duress Alarm System."
15. Section 284613 "Integrated Sequences of Operation."
16. Section 284619 "PLC Integrated Control System."
17. Section 323113.53 "High-Security Chain Link Fences and Gates."

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Prepare and submit Project-specific coordination drawings, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved. Address the following, as applicable:

1. See individual Sections for specific coordination drawing requirements for products and equipment.
2. Show relationship of components indicated on separate Shop Drawings.
3. Show dimensions and clearances of interrelated detention work.
4. Provide templates and patterns.

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5. Indicate required operation sequences of interrelated detention work.
6. Indicate required installation sequences.
7. Include information necessary for interface with other trades and building components.
8. See special construction, mechanical, plumbing, electrical, communications, and electronic safety and security Sections for specific coordination drawing requirements for required installations.

B. Qualification Data: For qualified Detention Specialist to demonstrate capabilities and experience. Include list of completed projects with project names and addresses; names, addresses, and telephone numbers of architects, owners, and contractors; and date of occupancy by Owner.

C. Examination reports, documenting inspections of substrates, areas, and conditions.

D. Anchor inspection reports, documenting inspections of built-in and cast-in anchors.

E. Field quality-control reports.

F. Field quality-control certification, signed by Contractor and Detention Specialist.

1.4 QUALITY ASSURANCE

A. Detention Specialist Qualifications: An experienced installer of detention products and equipment who has completed detention work installations similar in material, design, and extent to that indicated for Project and whose work has resulted in construction with a record of successful in-service performance.

1. Experience: No fewer than five completed detention projects (jails or prisons) that have been in operation for a minimum of five years.
   a. Experienced in administration and supervision of detention work, including mechanical and electrical detention work, and integration of its various components.

1.5 DETENTION SPECIALIST

A. <Click here to find, evaluate, and insert list of manufacturers and products.>

B. Responsibilities:

1. Detention work coordination.
2. Administrative procedures.
3. Examination.
4. Field quality control.
5. Demonstration.

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1.6 DETENTION WORK COORDINATION

A. Coordinate detention work to ensure efficient and orderly installation and proper operation of each part of detention work. Coordinate detention work that depends on separate entities for proper installation, connection, and operation.

1. Develop special procedures required for coordination of detention work.
2. Coordinate installation of different detention components to ensure maximum accessibility for required maintenance, service, and repair.

B. Coordinate selection of detention products and equipment and ensure compatibility.

C. Verify qualifications of [**detention lock Installer**] [**perimeter security Installer**] [**detention monitoring and control Installer**] <**Insert Installer**> specified in other Sections.

D. Coordinate installation of products furnished by Owner.

E. Assemble and coordinate Shop Drawings, work submittals, and applicable coordination drawings for detention work provided by separate entities responsible for detention work. Submit all submittal items required for each Detention Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

F. Detention Work Subschedule: Coordinate sequencing and scheduling of detention work. Prepare a subschedule to Contractor's Construction Schedule for detention work. Base subschedule on preliminary construction schedule. Secure time commitments for performing critical construction activities from separate entities responsible for detention work.

1. Schedule construction operations in sequence required to obtain best results where installation of one part of detention work depends on installation of other components, before or after its own installation.
2. Coordinate sequence of detention work activities to accommodate tests and inspections.

G. Coordinate installation of anchorages and embedments for detention work. Obtain and distribute, to parties involved, setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Coordinate type of security fasteners for detention work so no more than two different sets of tools are required to operate security fasteners for entire Project. Coordinate submittal of extra fasteners and tools for maintenance material submittals.

I. Check Shop Drawings of other related work to verify that adequate provisions are made for locating and installing detention work to comply with indicated requirements.

J. Coordinate temporary facilities and controls required by detention work.

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K. Coordinate, schedule, and approve interruptions of existing utilities related to maintaining existing levels of security, including those necessary to make connections for temporary services.

1. Provide information necessary to adjust, move, or relocate existing detention utility structures affected by detention work.
2. Locate connection points to existing detention utility systems.

L. Coordinate protection of detention work.

M. Coordinate preparation of Project Record Documents for detention work and integrate information from entities responsible for detention work to form one combined record.

N. Coordinate preparation of operation and maintenance manuals for detention work and integrate information from entities responsible for detention work to form one combined record.

1.7 ADMINISTRATIVE PROCEDURES

A. Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of detention work. Such administrative activities include, but are not limited to, the following:

1. Preparation of detention work subschedule for Contractor's Construction Schedule.
2. Installation and removal of temporary facilities and controls for detention work.
3. Delivery and processing of detention work submittals.
4. Preinstallation conferences for detention work.
5. Project closeout activities for detention work.

B. Notifications: Prepare memoranda for distribution to each party involved with detention work, outlining special procedures required for coordination of detention work. Include such items as required notices, reports, and attendance at meetings.

C. Coordination Meetings: Conduct coordination meetings specifically for detention work at [**weekly**] [**monthly**] [**regular**] <**Insert appropriate time**> intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, [**Construction Manager,**] Architect, and Contractor, each subcontractor, supplier, installer, and other entity concerned with progress or involved in planning, coordination, or performance of detention work activities shall be represented at these meetings. All participants at meetings shall be familiar with Project and authorized to conclude matters relating to detention work.
2. Agenda: Review and correct or approve minutes of previous detention work coordination meetings. Review other items of significance that could affect progress of detention work. Include topics for discussion as appropriate to status of Project.

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a. Contractor's Construction Detention Work Subschedule: Review progress since last detention work coordination meeting. Determine whether each schedule item is on time, ahead of schedule, or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
b. Schedule Updating: Revise Contractor's construction detention work subschedule after each detention work coordination meeting where revisions to schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
c. Review present and future needs of each entity present, including the following:
    1) Detention work interface requirements.
    2) Sequence of detention work operations.
    3) Status of detention work submittals.
    4) Access to detention work.
    5) Temporary facilities and controls required by detention work.
    6) Quality and work standards of detention work.
    7) Change Orders for detention work.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of detention work.

B. Examine roughing-in for embedded conduits and tubing and built-in anchors to verify actual locations of detention work connections before detention work installation.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of detention work.

D. Inspect built-in and cast-in anchors after installation but before connection to detention work to verify that anchor installations comply with requirements. Prepare inspection reports.

1. Where inspections indicate that anchors do not comply with specified requirements, reinspect after repairs or replacements are made.
2. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.

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E. Verify locations of detention work with those indicated on coordination drawings.

F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FIELD QUALITY CONTROL

A. Inspect installed detention work to verify compliance with requirements and that work is installed and connected according to the Contract Documents.

B. Verify that wiring installation has been installed according to manufacturer's submittal and written installation requirements in electrical, communications, and electronic safety and security Sections.

C. Observe installation and startup checks of detention work according to manufacturer's written instructions.

D. Testing: After installing electrified [**and pneumatic**] detention work and after electrical circuitry has been energized [**and compressed-air system is functional**], test for compliance with requirements.

1. When testing reveals detention work does not comply with requirements, perform additional random testing to determine extent of noncompliance.
2. Where test results indicate that detention work does not comply with specified requirements, retest after repairs or replacements are made.
3. Perform additional testing and inspecting, at Contractor's expense, to determine compliance of replaced or additional work.

E. Inspection Reports: Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.

1. Perform additional inspections to determine compliance of replaced or additional work.

F. Field Quality-Control Certification: Prepare field quality-control certification [**endorsed by Detention Specialist**] that states installed detention work complies with requirements in the Contract Documents.

3.3 DEMONSTRATION

A. [**Engage a factory-authorized service representative to train**] [**Train**] Owner's maintenance personnel to adjust, operate, and maintain detention products and equipment.

END OF SECTION 013513.16

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. References.

B. Quality assurance.

C. Tolerances.

D. Inspection and testing laboratory services.

1.2 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures: Submission of Manufacturers' Instructions and Certificates.

1.3 REFERENCES

A. For workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable Codes.

B. Conform to reference standard by date of issue current on date for receiving bids, except where specific date is established by Code.

C. Obtain copies of standards where required by product specification Sections.

D. When specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in reference documents.

F. Contractor shall be responsible for being current and knowledgeable in building codes applicable to all trades under their direction.

G. Provide all work and materials in full accordance with the latest Rules and Regulations of the California Code of Regulations, Title 24, California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, California Green Building Standards Code; Title 19, Division 1, State Fire Marshal; applicable requirements of Title 8, Division 1, Department of Industrial Relations; and other applicable laws or regulations. Nothing in Drawings and Specifications shall be construed to permit work not conforming to these Codes.

H. Furnish additional material and labor at no cost to Owner as required to comply with applicable Rules and Regulations.

1.4 QUALIFICATIONS

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product, that are similar to those indicated for this Project in material, design, and extent.

E. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A Nationally Recognized Testing Laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to National Voluntary Laboratory Accreditation Program (NVLAP) by National Institute of Standards and Technology (NIST).

1.5 QUALITY ASSURANCE

A. Quality Control is the responsibility of the Contractor. Contractor shall implement a Quality Control Program to ensure that all materials and work are completed in compliance with Contract Documents. The Contractor is solely responsible for Quality Control, with the exception of those tests and/or inspections that may be conducted by the County as defined in the Contract Documents.

B. Monitor quality control over suppliers, manufacturers, products, services, Site conditions and workmanship, to produce Work of specified quality. The Contractor shall require its suppliers to conform to the quality control, inspection and testing procedures specified in the Contract Documents and referenced standards. The Contractor shall ensure that all materials supplied meet Contract requirements and Specifications. If materials and fabrications delivered to the Site fail to meet Contract requirements, all costs for correction, including return, restock, and/or shipping shall be the sole responsibility of the Contractor.

C. Comply fully with manufacturers' instructions, including each step in sequence.

D. When manufacturers' instructions conflict with the Contract Documents, request clarification from Architect before proceeding.

E. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

F. Work shall be performed by persons qualified to produce workmanship of specified quality.

G. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

H. Shop and field work shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All Work on this Project shall be done in accordance with the best practices of the various trades involved and in accordance with Drawings, accepted Shop Drawings, and Specifications.

I. All Work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished Work shall be free from defects. Architect reserves the right to reject any materials and workmanship that are not considered to be up to the highest standards of the various trades involved. Such inferior material or workmanship shall be replaced at no cost to County.

J. All Work shall be installed by knowledgeable installers and defined "Eligible" by the specified materials manufacturers. Specifications and recommendations of the manufacturer, whose materials are used, shall be strictly adhered to during application or installation of materials.

K. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of warranty shall be provided by Contractor at no cost to County.

1.6 REJECTION AND REPLACEMENT OF WORK AND MATERIALS

A. Rejection of Materials and Workmanship:

1. The County shall reject materials which are determined by the Contract Administrator, or their representatives and/or consultants, to not be of good quality, not in conformance with the Contract Documents, or not free of defects in materials and workmanship. Rejected workmanship shall be corrected satisfactorily, and rejected materials shall be removed from the premises and replaced, all without cost to the County.

B. Removal of Rejected Materials:

1. The Contractor shall promptly remove from the Site all rejected materials.

2. Upon request by the Contract Administrator, or their representatives and/or consultants, the Contractor shall submit a statement of the source for rejected materials. The County reserves the right to notify such source that the specified materials have not been, and will not be, incorporated into the Work, and no claim or stop notice will be recognized. The Contractor shall fully indemnify the County for any claims, costs, or demands made by any supplier regarding such materials. The County reserves the right to satisfy any such supplier's claims by issuing a warrant jointly payable to the Contractor and the supplier, the amount of which shall be deducted from the next progress payment due to the Contractor.

C. Failure to Remove Rejected Materials:

1. If the Contractor does not remove rejected materials within a reasonable time, fixed by the written notice from the Contract Administrator, the County may remove such materials and may store or return the materials to the supplier, at the expense of the Contractor. Contractor shall also bear the cost of replacement of any work damaged due to the removal of rejected materials.
2. Any rejected materials removed and stored shall remain the property and the responsibility of the Contractor. The Contractor shall dispose of the rejected materials. Previously rejected materials shall not be returned to the Site or any County-approved storage facility.

D. Withhold and Deduction for Failure to Correct Rejected Work:

1. If the Contractor fails to correct rejected workmanship and/or materials, the County may withhold the cost to correct the rejected work, and the value of the rejected materials, from the Progress Payments due to the Contractor.
2. If the rejected work is not corrected prior to recordation of a Notice of Cessation or Notice of Completion, the County shall process a Change Order to decrease the Contractor's final payment by an amount equal to the cost to correct the defect, measured by the cost the County would incur to purchase and install the specified material, and/or to correct the faulty workmanship, to bring the work into full compliance with the Contract Documents.

E. Reservation of Rights:

1. The County's authority to reject work under this Article is in addition to all other County rights under the Construction Agreement. Neither the County's action or inaction under this Article shall relieve the Contractor from any obligation under this Agreement, nor constitute a waiver by the County of any other right under the Construction Agreement.

F. Convict Made Materials: Except as may be provided by law, the Contractor agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated in the construction under this Construction Agreement.

1.7 CONTRACTOR QUALITY CONTROL (CQC) PLAN

A. Within 30 days after Notice to Proceed, the Contractor shall submit a detailed CQC Plan for review and acceptance. Any delay due to incomplete, inadequate or noncompliant CQC Plan shall be solely at the Contractor's cost. Acceptance of the CQC Plan by the County does not relieve the Contractor of compliance with the Contract requirements. The CQC Plan shall address the following as a minimum:

1. Provide a general description of Contractor Quality Control monitoring until Final Acceptance by Mendocino County.
2. The Contractor shall designate a qualified employee to be the Quality Control Manager. The designated individual shall have the authority to direct work changes required to bring the Work into conformance with contract requirements, including stopping non-conforming work in progress.
3. Explain methods for monitoring, testing and exercising of all equipment, materials, and/or assemblies to ensure the Work installed is in proper working order.

B. Daily Quality Control Report

1. Provide Daily Quality Control Reports in format acceptable to Construction Manager.
2. The Daily Quality Control Report shall be submitted daily to the Construction Manager

detailing work performed the previous day. The CQC Manager and the Contractor's Superintendent shall sign the report. As a minimum, the report shall:

a. Identify the number of workers on Site each day by trade and employer.

b. Identify notifications and discussion with/by the County Inspectors and other agency inspectors.

c. Identify quality of work placed that day and any deviations and/or corrections required to bring the Work into conformance with the contract.

C. Corrective Action Report

1. The CQC Manager shall submit a Corrective Action Report following resolution of any deficiencies. The Correction Action Report shall identify causes of the quality failure and recommend project management and Site supervision responses to prevent recurrence.

1.8 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.9 CONFLICTING REQUIREMENTS

A. In case of conflict between the Drawings and the Specifications, the Drawings shall govern in matters of quantity, the Specifications in matters of quality.

B. In case of conflict within the Drawings involving quantities or within the Specifications involving qualities, the greater quantity and higher quality shall be furnished.

C. Should conflict appear in the Drawings or Specifications, or in the work done by others affecting this Work, the Contractor shall immediately notify the Architect in writing and the Architect will issue instructions as to procedure. If the Contractor proceeds with the work so affected without instructions from the Architect, the Contractor shall make good any resulting damage or defects.

D. In the case of conflict within the Drawings, the following shall govern:

1. Schedules, when identified as such, shall govern over all other portions of the Drawings.

2. Specific notes shall govern over other notes and all other portions of the Drawings except schedules described in the preceding Clause.

3. Larger scale Drawings shall govern over smaller scale Drawings.

a. For Example: 1/4” = 1’-0” scale Drawings shall govern over 1/8” = 1’-0” scale Drawings.

4. Figured or numerical dimensions shall govern over dimensions obtained by scaling.

E. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

F. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.10 INSPECTION AND TESTING LABORATORY SERVICES

A. County will select and pay for the services of an independent Inspection/Testing Laboratory to perform inspections and testing. Selection shall be subject to approval by.

1. Special Inspector: As required by 2019 California Building Code (CBC) including Chapter 17 “Special Inspections and Tests”.

a. Special Inspection: As defined in CBC Chapter 17, Section 1704 “Special Inspections and Tests, Contractor Responsibility, and Structural Observation”.

B. Inspection/Testing Laboratory will perform inspections, tests, and other services specified on the drawings, in individual specification Sections, Appendices and as required by Architect.

1. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

C. Reports will be submitted by inspection/Testing Laboratory to County, Construction Manager, Architect, Contractor, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.

D. Cooperate with Inspection/Testing Laboratory; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.

1. Notify Inspector of Record, Construction Manager and Inspection/Testing Laboratory 48 hours prior to expected time for operations requiring services.

2. Make arrangements with Inspection/Testing Laboratory and pay for additional samples and tests required for Contractor's use.

E. The Inspection/Testing Laboratory shall perform inspection of work to determine conformance with these Standards.

1. Requests for inspection shall be made a minimum of 48 hours in advance of the time the inspection is desired. Contractor shall be responsible for requesting inspection by others including but not limited to the IOR, Geologist, State and County inspectors, and independent testing agencies engaged by Mendocino County for construction inspection.

2. Underground work shall not be backfilled or covered until an inspection by the Geologist/Inspection/Testing Laboratory has been completed and the work approved. Any work that is covered without inspection shall be uncovered at Contractor's expense, including those for repeated procedures, tests and inspections and paying for the inspector's time, for completion of inspection work.

3. No materials or work of which samples and/or tests are required shall be used or covered until the Testing Laboratory approves such samples and/or tests. If the Contractor installs, uses or covers any such material, article or work prior to testing and approval, such

material, article or work shall be at Contractor's sole risk and expense, and they shall bear all costs of uncovering, repair and replacement.

4. The Contractor shall be responsible for scheduling and guaranteeing that construction inspections required by the applicable building code and the Contract Documents are performed before work is covered. Costs of uncovering and reconstructing work to perform inspections required by code including those for repeated procedures, tests and inspections and paying for the IOR and other inspectors' time, shall be paid by the Contractor.
5. The Contractor shall maintain records on Site to show the inspection status of materials and items installed in order to ensure that the required inspections and tests have been performed in a timely and correct manner.
6. The Inspection/Testing Laboratory shall have access to the Work at all times and shall be furnished every reasonable facility for ascertaining that the work done, materials used and workmanship performed are in accordance with the requirements of these Contract documents.
7. Inspection and tests conducted by persons or agencies other than the Contractor shall not in any way relieve the Contractor of their responsibility and obligation to meet all Specifications and the referenced standards. The Contractor's CQC Manager shall inspect the work and shall ensure the work complies with the contract requirements prior to any requests for inspection or testing.
8. Notices of Non-conforming Work will be issued by the Inspector of Record for all failed inspections and tests.
9. Inspections of the Work shall not relieve Contractor of any of their obligations to satisfactorily perform the Work in accordance with requirements of the Contract Documents

F. Retesting or reinspections required because of non-conformance to specified requirements shall be performed by the same Inspection/Testing Laboratory. Payment for retesting will be charged to Contractor by deducting inspection or testing charges from the Contract Sum.

G. If the Work to be tested or inspected is not ready or sufficiently completed to allow the test/inspection service to complete required test(s)/inspection(s), costs and expenses of the test/inspection service to return to the Site or fabrication facility to perform/complete required test(s)/inspection(s) shall be charged to Contractor by deducting such costs and expenses from the Contract Sum.

H. All Samples, specimens and tests shall be prepared and accomplished by a properly qualified person or testing laboratory, selected by County with the approval of Architect and Structural Engineer. All reports, including test results, shall state that they were prepared in accordance with the specified provisions. All tests as well as sampling and preparation of samples shall be in accordance with applicable ASTM and other specified standards.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify and ensure that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify and ensure that existing substrate is capable of structural support and attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification Sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 014100 - REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Building code and other regulations application to the Project.

1.2 RELATED SECTIONS

A. Section 01 45 33: Quality Control - Code Compliance Inspection

B. Applicable codes and regulations

1.3 SUBMITTALS/TIME

A. For County Contract Compliance Inspections, submittals at times and of type specified in Contract Documents and/or required by County.

B. For Code compliance and/or grant requirements inspections, submittals at times and of type required by the agency with jurisdiction.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 APPLICABLE CODES

A. Refer to Drawings.

3.2 WAGE AND HOUR COMPLIANCE

A. Pursuant to Labor Code Section 1770 et seq., 1773, 1773.1, 1773.2, 1773.6, 1773.7, and 1720 each laborer or mechanic of Contractor or any Subcontractor engaged in work on the Project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such laborers and mechanics. Interested parties may obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101, or at www.dir.ca.gov/dlsr/pwd.

B. Any laborer or mechanic employed to perform work on the Project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by them.

C. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor may pay any wage rate in excess of the applicable rate contained in this Contract.

D. Pursuant to Labor Code Section 1775, the Contractor as a penalty to the County shall forfeit $200.00 for each Calendar Day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. NOTE: an error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

E. Copies of the applicable prevailing wage rates are on file with the County of Mendocino and shall be available upon request.

F. Contractor and all Subcontractors are subject to the provisions of Sections 1810 through 1814 of the California Labor Code which provide for the maximum hours a worker is to be employed and the amount and rate of overtime compensation.

END OF SECTION

SECTION 014200 - REFERENCES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Reference Standards.

B. Definitions.

C. Abbreviations and Acronyms.

1.2 REFERENCES

A. General: References are made throughout the Specification to various codes, reference standards, practices and requirements for materials, work quality, installation, inspections and tests which are published and issued by government agencies, professional and trade organizations, societies, associations and testing agencies. References to these publications are made by acronyms or abbreviations as listed in this Section.

B. Obtain copies of reference standards, manuals and codes directly from publication sources as needed for proper performance and completion of the Work. Addresses for these organizations are available from Architect.

C. Standards, manuals and codes referenced in the Specifications form part of these Specifications to the extent referenced. No provisions of any such standard, specification, manual, or code or instruction shall be effective to change the duties and responsibilities of County, Architect, or Contractor; any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents; nor shall it be effective to assign to County, Architect or any of Architect's consultants, agents, or employees, a duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

D. Reference to standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.

1.3 DEFINITIONS

A. General: Words and abbreviations used in the Specifications are given meaning as defined in "The American Heritage Dictionary of the English Language" and as commonly used and accepted in the construction industry. Abbreviations and symbols used on Drawings are identified on Drawings.

B. Words and Terms: The following words and terms used in the Specifications shall mean as indicated.

1. Accepted Equal: Reviewed and accepted by Architect as being equal in quality, utility, and appearance.
2. Approved: As accepted by Architect.

3. Words and terms “or Approved Equal” and “or Equal” used in the Specifications shall have the same meaning as “Accepted Equal.”
4. Contractor Shall: To be concise; sentences, statements, and clauses used in the Specifications exclude any form of the verb “shall”, which is normally expressed in a verb phrase with verbs such as “furnish”, “install”, “provide”, “perform”, “construct”, “erect”, “comply”, “apply”, “submit”, etc. Any such sentences, statements, and clauses are to be interpreted to include applicable form of phrase “Contractor shall”.
5. Furnish: Supply and deliver to Project Site, ready for installation; unload and inspect for damage.
6. Install: Anchor, fasten, or connect in place and adjust for use; place or apply in proper position and location; establish in place for use or service including all necessary labor, tools, equipment, and implements necessary to perform work indicated, ready for operation or use.
7. Observe: Used in reference to Architect means to become familiar with the process and quality of the Work and to determine if the Work is proceeding in general accordance with the Contract Documents based on what is plainly visible at the construction Site, without removal of its materials or other construction that is in place.
8. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
9. Provide: Furnish and install all items necessary to complete work, ready for operation or use.

1.4 CODES, REGULATIONS, GOVERNING AGENCIES

A. Americans with Disabilities Act (ADA) - 2010 Standards for Accessible Design.

B. California Code of Regulations (CCR).
   1. Title 8, Division 1, Chapter 3.2 – California Occupational Safety and Health Regulations (Cal/OSHA).
   2. Title 8, Division 1, Chapter 4, Subchapter 4 – Construction Safety Orders.
   3. Title 8, Division 1, Chapter 4, Subchapter 6 – Elevator Safety Orders.
   4. Title 19, Division 1 – Regulations of the State Fire Marshal (SFM).
   5. Title 24 – California Building Standards Code (CBSC).
      a. Part 1 – California Administrative Code (CAC).
      b. Part 2 – California Building Code (CBC).
      c. Part 3 – California Electrical Code (CEC).
      d. Part 4 – California Mechanical Code (CMC).
      e. Part 5 – California Plumbing Code (CPC).
      f. Part 6 – California Energy Code.
      g. Part 8 – California Historical Building Code.
      h. Part 9 – California Fire Code.

i. Part 10 – California Existing Building Code.
j. Part 11 – California Green Building Standards Code.
k. Part 12 – California Referenced Standards Code.

C. California Department of General Services (DGS).

D. California Environmental Protection Agency (Cal/EPA).
1. California Air Resources Board (ARB).
2. California State Water Resources Control Board (SWRCB).
3. Department of Pesticide Regulation (DPR).

E. Occupational Safety and Health Act (OSHA).

F. U.S. Environmental Protection Agency (EPA).

G. U.S. Department of Energy (DOE).

1.5 REFERENCES, ABBREVIATIONS, AND ACRONYMS

AA	Aluminum Association.
AAADM	American Association of Automatic Door Manufacturers.
AABC	Associated Air Balance Council.
AAC	Aluminum Anodizers Council.
AAMA	American Architectural Manufacturers Association.
AASHTO	American Association of State Highway and Transportation Officials.
AATCC	American Association of Textile Chemists and Colorists.
ABMA	American Boiler Manufacturer's Association.
ACGIH	American Conference of Government Industrial Hygienists, Inc.
ACI	American Concrete Institute.
ACPA	American Concrete Pipe Association.
AF&PA	American Forest and Paper Association (formerly National Forest Products Association).
AFBMA	Anti-Friction Bearing Manufacturer's Association.
AGA	American Gas Association.
AGC	Associated General Contractors of America.
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association.
AHJ	Authority Having Jurisdiction.
AI	Asphalt Institute.
AIA	American Institute of Architects.
AIHA	American Industrial Hygiene Association.
AISC	American Institute of Steel Construction.
AISI	American Iron and Steel Institute.
AITC	American Institute of Timber Construction.

ALSC	American Lumber Standards Committee.
AMCA	Air Movement and Control Association.
ANSI	American National Standards Institute, Inc.
APA	The Engineered Wood Association.
API	American Petroleum Institute.
APWA	American Public Works Association.
AQMD	Air Quality Management District.
AHRI	Air-Conditioning, Heating and Refrigeration Institute.
ARMA	Asphalt Roofing Manufacturers Association.
ASCE	American Society of Civil Engineers.
ASD	Advanced Simulation and Design.
ASHRAE	American Society of Heating Refrigerating and Air Conditioning Engineers.
ASME	American Society of Mechanical Engineers.
ASSE	American Society of Sanitary Engineers.
ASTM	American Society for Testing and Materials.
ATF	Academy of Textiles and Flooring.
AWC	American Wood Council.
AWCI	Association of the Wall and Ceiling Industry.
AWG	American Wire Gage.
AWI	Architectural Woodwork Institute.
AWPA	American Wood Protection Association.
AWS	American Welding Society.
AWWA	American Water Works Association.
BAAQMD	Bay Area Air Quality Management District
BHMA	Builders Hardware Manufacturers Association.
BIA	Brick Industry Association.
CAN/ULC	Underwriters' Laboratory of Canada.
CAS	Commercial standard (division of the American Chemical Society).
CBC	California Building Code
CBM	Certified Ballast Manufacturers.
CCR	California Code of Regulations
CDA	Copper Development Association.
CE	US Army Corps of Engineers
CFFA	Chemical Fabrics and Film Association, Inc.
CFR	Code of Federal Regulations
CISCA	Ceiling and Interior Systems Construction Association.
CISPI	Cast Iron Soil Pipe Institute.
CLFMI	Chain Link Fence Manufacturing Institute.
CPA	Composite Panel Association.
CPAA	Concrete Polishing Association of America.
CRA	California Redwood Association.

CRI	Carpet and Rug Institute.
CRSI	Concrete Reinforcing Steel Institute.
CS	Commercial Standard.
CSI	Construction Specifications Institute.
CSIAC	California State Industrial Accident Commission.
DHI	Door Hardware Institute.
EIA	Electronic Industries Alliance.
EIMA	EIFS Industry Members Association.
ETL	Electrical Testing Laboratories.
EWS	Engineered Wood Systems
FEMA	Federal Emergency Management Agency.
FM	Factory Mutual Research and Engineering Corporation.
FMRC	Factory Mutual Research Corporation.
FS	Federal Specification – U.S. General Services Administration.
FSC	Forest Stewardship Council.
GA	Gypsum Association.
GANA	Glass Association of North America.
HPVA	Hardwood Plywood and Veneer Association.
IAPMO	International Association of Plumbing and Mechanical Officials.
ICC	International Code Council, Inc.
ICC	Interstate Commerce Commission.
ICC-ES	ICC Evaluation Service, Inc.
ICEA	Insulated Cable Engineers Association.
ICRI	International Concrete Repair Institute
IEEE	Institute of Electrical and Electronics Engineers.
IESNA	Illuminating Engineering Society of North America
IMIAWC	International Masonry Industry All-Weather Council.
IPCEA	Insulated Power Cable Engineers Association.
ISO	International Standards Organization.
ITS	Intertek Testing Services.
LEED™	Leadership in Energy and Environmental Design (USGBC standard).
LRFD	Load and Resistance Factor Design.
MBMA	Metal Building Manufacturers Association.
MFMA	Maple Flooring Manufacturers Association.
MFMA	Metal Framing Manufacturers Association.
MIA	Marble Institute of America
MIL	Military Specifications (U.S. Department of Defense).
ML/SFA	Metal Lath/Steel Framing Association Division of NAAMM.
MPI	Master Painters Institute.
MS4	Municipal Separate Storm Sewer Systems.
MSDS	Material Safety and Data Sheet.

MSJC	Masonry Standards Joint Committee.
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry.
MUTCD	Manual of Uniform Traffic Control Devices (U.S. Department of Transportation).
NAAMM	National Association of Architectural Metal Manufacturers.
NAFS	North American Fenestration Standard (Co-published by AAMA & WDMA).
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors.
NBGQA	National Building Granite Quarries Association, Inc.
NCMA	National Concrete Masonry Association.
NCPWB	National Certified Pipe Welding Bureau.
NCRP	National Council on Radiation Protection and Measurements.
NEBB	National Environmental Balancing Bureau.
NEC	National Electrical Code.
NEHRP	National Earthquake Hazards Reduction Program.
NEMA	National Electrical Manufacturers Association.
NES	National Evaluation Service, Inc.
NFPA	National Fire Protection Association.
NFRC	National Fenestration Rating Council.
NIBS	National Institute of Building Sciences.
NIST	National Institute of Science and Technology.
NPDES	National Pollutant Discharge Elimination System.
NRCA	National Roofing Contractors Association.
NRMCA	National Ready Mixed Concrete Association.
NSF	National Sanitation Foundation.
NTMA	National Terrazzo and Mosaic Association.
NWFA	National Wood Flooring Association
OSHA	Occupational Safety and Health Act of 1970.
PCA	Portland Cement Association.
PCI	Precast Prestressed Concrete Institute.
PDI	Plumbing and Drainage Institute.
PEI	Porcelain Enamel Institute.
PHCC	Plumbing Heating Cooling Contractors Association.
PS	Voluntary Product Standard (US Department of Commerce / NIST).
RCSC	Research Council on Structural Connections.
RIS	Redwood Inspection Service.
RMA	Rubber Manufacturers Association.
SC	Shading Coefficient.
SCAQMD	South Coast Air Quality Management District
SDI	Steel Deck Institute.
SDI	Steel Door Institute.
SFBC	South Florida Building Code.

SHGC	Solar Heat Gain Coefficient.
SIGMA	Sealed Insulating Glass Manufacturers Association.
SMACNA	Sheet Metal and Air Conditioning Contractors National Association.
SPRI	Single-Ply Roofing Institute.
SSMA	Steel Stud Manufacturers Association.
SSPC	The Society for Protective Coatings.
SWI	Steel Window Institute.
SWPPP	Storm Water Pollution Prevention Plan.
SWRI	Sealant, Waterproofing, and Restoration Institute.
TCA	Tile Council of America.
TEMA	Tubular Exchanger Manufacturers Association, Inc.
TMS	The Masonry Society.
TPI	Truss Plate Institute.
TPI	Turfgrass Producers International (formerly ASPA)
TRI	Tile Roofing Institute.
UL	Underwriters Laboratories, Inc.
ULC	Underwriters Laboratories of Canada.
USGBC	US Green Building Council.
VOC	Volatile Organic Compounds.
WCLIB	West Coast Lumber Inspection Bureau.
WDMA	Window and Door Manufacturers Association (formerly NWWDA - National Wood Window and Door Association).
WH	Warnock Hersey.
WI	Woodwork Institute (formerly WIC – Woodwork Institute of California).
WSRCA	Western States Roofing Contractors Association.
WWPA	Western Wood Products Association.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 0141339 - MOCKUPS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Visual Mockups; separate or freestanding construction; removal and demolition work; size and location as indicated on Drawings.
   1. Exterior.

B. Benchmark Mockups; in-place or separate construction; associated removal work; size and location as specified in this Section and other applicable Sections.
   1. Interior.
   2. Exterior.

1.2 RELATED SECTIONS

A. Section 01 33 00 - Submittal Procedures.

B. Section 01 40 00 - Quality Requirements.

C. Section 04 22 00 - Concrete Unit Masonry.

D. Section 04 22 00 - Masonry Veneer

E. Section 08 31 13 - Security Access Doors and Frames

F. Section 09 65 13 - Resilient Base and Accessories

G. Section 09 91 23 - Interior Painting

H. Section 09 96 00 - High Performance Coating

I. Section 12 55 00 - Detention Furniture

1.3 VISUAL MOCKUPS

A. Definitions:
   1. Visual Mockup: Separate mockup construction, intended to illustrate materials and workmanship in an assembly, and used for technical and aesthetic evaluation. Mockup shall not be a part of the finished construction.
      a. Configuration and Extent of Mockup: As indicated on Drawings, in Specifications, and as required to illustrate the design intent for Architect's evaluation.

B. Provide Visual Mockups as indicated in Mockup Schedule at the end of this Section.

C. Maintain and protect Visual Mockups from damage during construction, and dispose of mockups when no longer required, as determined by Architect.

1.4 BENCHMARK MOCKUPS

A. Definition:

1. Benchmark Mockup: In-place portions of assemblies to be repeated throughout the Work. Approved Benchmark Mockups are intended to serve as a standard by which the Work will be judged. Acceptable Benchmark Mockups may be incorporated into the final construction.

B. Provide Benchmark Mockups as indicated in Mockup Schedule at the end of this Section.

C. Construct Benchmark Mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, to set quality standards for materials and execution, and to set quality standards for fabrication and installation.

D. Approval of Benchmark Mockups incorporated in the Work does not constitute approval of deviations from the Contract Documents unless Architect specifically approves such deviations in writing.

E. Protect Benchmark Mockups from damage and ensure it is not disturbed at time of Substantial Completion.

1.5 MOCKUP DESCRIPTION

A. General: Provide mockups as specified below, and as indicated in Mockup Schedule at the end of this Section.

1. Mockup Construction Schedule: Indicate time required for mockup construction, Architect's and County's review and acceptance, and removal/demolition work associated with mockups, in Construction Progress Schedule. Refer to Section 01 33 00 requirements.

B. Concrete Masonry Unit Assemblies: (Section 04 22 00) Construct a masonry wall assembly mock-up, size and block types as indicated on Drawings. Show corner/end units, field units, and mortar in the selected color(s).

C. Masonry Veneer (Section 04 26 13) As specified.

D. Security Access Doors and Frames (Section 08 31 13) As specified.

E. Resilient Base and Accessories (Section 09 65 13) As specified.

F. Interior Painting (Section 09 91 23) As specified.

G. High Performance Coating (Section 09 96 00) As specified.

H. Detention Furniture (Section 12 55 00) As specified.

1.6 QUALITY ASSURANCE

A. Pre-Installation Meetings

1. Conduct pre-installation meeting in accordance with Section 01 30 00.

2. Convene pre-installation meeting at least one week prior to commencing work on Mockups.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 MOCKUP MATERIALS

A. Contractor is cautioned to not purchase all materials for the Project that are involved in any one mockup until after the mockup has been reviewed and accepted by the Architect.

3.2 MOCKUP SCHEDULE

A. Visual Mockups: Not a part of Project construction; mockups require removal as specified.

B. Benchmark Mockups: Accepted mockups may become part of Project construction; unacceptable mockups to be removed as specified.

C. Mockup Schedule: Provide mockups as listed below.

	Description	Visual Mockup	Benchmark Mockup
1.	Concrete Unit Masonry (Section 04 22 00).	■	
2.	Masonry Veneer (Section 04 26 13).	■	
3.	Security Access Doors and Frames (Section 08 31 13.53)		■
4.	Resilient Base and Accessories (Section 09 65 13).		■
5.	Interior Painting (Section 09 91 23).		■
6.	High-Performance Coating (Section 09 96 00).		■
7.	Detention Furniture (Section 12 55 00).		■
Note: Notation ■ indicates "Required Item."			

END OF SECTION

SECTION 014523 - QUALITY CONTROL - SAMPLES AND TESTING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Testing.

B. Requirements Included:

1. Testing Laboratory authority and duties.
2. Sampling.
3. Retesting.

1.2 RELATED SECTIONS

A. Section 01 45 36- Quality Control - User Agency Inspection

B. Divisions 02-49:

1. Required Tests Specified.
2. Products Samples Specified.

1.3 SUBMITTALS

A. The Contractor shall submit the following:

1. For each independent testing agency:
   a. Report of Materials Reference Laboratory's most recent inspection, with memorandum of remedies of any deficiencies reported.
   b. Certificate of equipment calibration.
2. For each test/inspection, report as indicated.

1.4 SCHEDULING

A. Submittal Times

1. Tests are to be requested at times specified, or if not specified, so as not to delay construction.
2. Samples are to be delivered so as not to delay construction.

B. Work is not to be covered prior to testing.

1.5 REQUIRED TESTING

A. See Divisions 02-49.

1.6 CONTRACTOR PROVIDED TESTING

A. The Contractor shall arrange and pay for the following testing and inspections:

1. Retesting of County-provided tests due to failure the County shall arrange such testing

with the County's testing laboratories. The Contractor shall be invoiced for the actual cost of such testing.

2. All other testing and inspections not specifically noted by the Technical Specifications as being provided by the County.

B. The Contractor shall arrange and pay for all sampling and testing required by Code compliance inspection agencies.

C. If the Contractor determines that testing in addition to that specified is necessary and/or convenient, the Contractor shall employ a separate testing laboratory. The results of such tests shall not be binding on the County.

1.7 QUALITY ASSURANCE

A. Test and Inspection Standards: See Divisions 02-49

B. Qualifications of independent testing agencies:

1. Meet American Council of Independent Laboratories "Recommended Requirements of Independent Laboratory Qualifications", latest edition.
2. Meet requirements of ASTM-E329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction", latest edition.
3. Satisfy inspection criteria of Materials reference laboratory of national bureau of standards.
4. Meet additional requirements as noted in Technical Specifications.

C. Testing Equipment Calibration: By accredited calibration agency at 12-month intervals, maximum, by devices of accuracy traceable to either:

1. National Bureau of Standards
2. Acceptance values of natural physical constants

1.8 JOB CONDITIONS

A. Employment of independent testing agency by County does not relieve Contractor of its obligation to comply with Contract Documents.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 PERFORMANCE

A. The Contractor shall:

1. Perform indicated inspections, sampling and testing of materials and methods of construction.
2. Use test/inspection/sampling methods as indicated.

3. Report each test/inspection/sampling as indicated (Report results called for by test method in form specified).
4. Retest failed products and systems.
    a. At Contractor's expense.
    b. Contractor pays actual invoiced amount by deduction from next progress payment.

3.2 REPORTS

A. Test reports are to be submitted promptly; see Submittal Procedures, Section 01 33 00 for additional requirements for Contractor provided testing. Reports are to include the following:
    1. Project name and number.
    2. Project location.
    3. Product and specification number applicable.
    4. Type of test/inspection.
    5. Name of testing agency (if used).
    6. Name of testing/inspection personnel.
    7. Date of test/inspection.
    8. Record of field conditions encountered (temperature, weather).
    9. Observations regarding compliance.
    10. Test method used.
    11. Results of test.
    12. Date of report.
    13. Signature of testing/inspection personnel.

3.3 DEPENDENT TESTING AGENCY DUTIES AND LIMITATIONS OF AUTHORITY

A. The testing agency shall cooperate with Inspector of Record, Construction Manager, Project Architect, and Contractor and shall provide qualified personnel promptly on notice.

B. The testing agency shall promptly notify Inspector of Record, Construction Manager, Project Architect, and Contractor of the irregularities or deficiencies of work which are observed during performance of services.

C. The testing agency is not authorized to:
    1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
    2. Approve or accept any portion of the Work.
    3. Perform any duties of the Contractor.

D. The testing agency shall report any disputes or Contractor's failure to cooperate by Contractor to County.

3.4 CONTRACTOR'S DUTIES WHEN INDEPENDENT TESTING AGENCIES ARE USED

A. When testing agencies are used, the Contractor shall:

1. Furnish, package, mark, and store all samples to be tested at their sole cost and expense.
   a. Chain-of-custody and sample security precautions shall be utilized, as specified or as instructed by the County or their representatives.
   b. Collection, preparation, curing and delivery of all samples shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing.
2. Cooperate with testing agency personnel; provide access to the Work and the manufacturer's operations.
3. Provide preliminary representative samples of materials to be tested in required quantities.
4. Furnish copy of mill test reports.
5. Furnish casual labor and facilities to provide access to work to be tested, obtain and handle samples to the Site, facilitate inspections and tests, and for storage and curing facilities for testing agency's exclusive use.
6. Observe chain-of-custody and sample security procedures, per instruction from County.
7. Notify Project Manager sufficiently in advance of operations to allow for proper notification of County's testing agency.
8. The County reserves the right to require the Contractor to provide samples and to perform tests in addition to those samples and/or tests specified in the Technical Specifications. In the event the County orders such additional samples and/or tests, the County shall be obligated to pay therefor only if the sample and/or tests are acceptable. If the sample and/or tests do not comply with the Contract Documents, the County shall deduct the cost of the extra testing, and any subsequent retesting, from the next progress payment.
9. Contractor shall, at their sole cost and expense, repair all damage resulting from testing or retesting specified in the Contract Documents. The County shall issue a Contract Price adjustment for repair of damage due to sampling or testing in addition to that specified in the Contract Documents, if and only if the additional testing shows full compliance with the Contract Documents; otherwise, the Contractor shall be obligated to repair such damage at no additional cost to the County.

3.5 TAKING SAMPLES

A. All specimens and samples for testing will be selected by the testing laboratory or the Project Manager and the Contractor shall provide labor to take sample.

B. All sampling equipment and personnel will be provided by the testing laboratory.

END OF SECTION

SECTION 014533 - QUALITY CONTROL - CODE COMPLIANCE INSPECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Description: This section details the Contractor's responsibilities regarding Code Compliance Inspection.

B. Requirements Included:

1. The Contractor is responsible to contact all agencies with jurisdiction and to arrange for any inspections such agencies may conduct. Contractor will notify Inspector of Record when inspection by agencies other than the County will take place. This notification will be delivered no later than two working days prior to said inspection.
2. The Contractor shall report any violations of applicable codes or regulations to the County immediately upon discovery.
3. The Contractor shall bear all costs for all sampling and/or testing required by all agencies of jurisdiction regarding compliance of the Work with the Codes those agencies enforce. Examples include, but are not limited to, Building, local and State Fire, Environmental Health, Air Quality, and CAL OSHA Code and regulation and compliance testing.
4. The Contractor shall arrange for and conduct all such testing in conformity with applicable codes and regulations and shall schedule the testing so as not to delay the Work.

1.2 SUBMITTALS

A. Forms - Not Used.

B. Other - All submittals required by all agencies with jurisdiction.

1.3 SCHEDULING

A. Code Compliance inspections are to be scheduled as required by the inspecting agency and so as not to delay the progress of the Work.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 014536 - QUALITY CONTROL - USER AGENCY INSPECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contractor's duties to cooperate with the user agency, and the County's duty to reimburse the Contractor for extra costs or time caused by such testing.

B. Requirements Included:

1. Representatives of the User Agency (ultimate occupant of Project) are authorized access to Site and Work for purpose of inspections and testing.
2. Contractor shall cooperate with Contract Administrator, Construction Manager, and Project Manager in arranging and conducting such inspections.

1.2 SUBMITTALS

A. Submittals shall be as requested by Contract Administrator, Construction Manager, or Project Manager.

1.3 SCHEDULING

A. Scheduling shall be as requested by Contract Administrator, Construction Manager, or Project Manager.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 PURPOSE OF INSPECTION

A. Inspections by the user agency are for the purpose of the agency becoming familiar with facility and method of construction.

B. The user agency is not authorized to inspect work for contract or code compliance.

C. The user agency is not authorized to give instructions to Contractor, Subcontractor or employees all such instructions are relayed through Project Manager.

3.2 COORDINATION AND TYPE OF INSPECTIONS AND TESTS AUTHORIZED

A. Types of tests and inspections, and Scheduling thereof, are reviewed and approved by Contract Administrator in advance.

B. Contract Administrator through the Project Manager will consult with Contractor regarding:

1. Scheduling and time implications.
2. Area of work involved.
3. Safety precautions.

4. Cost considerations.

C. County reserves the right to conduct unannounced tests or inspections as exception to general rule in Paragraph B above.

3.3 CASUAL LABOR

A. If requested by Contract Administrator, the Contractor shall supply casual labor to assist in user agency inspections and tests.

B. Contractor shall appoint a crew foreman who will receive instructions from County representative designated by Contract Administrator.

C. Contractor shall be reimbursed by Change Order.

END OF SECTION

SECTION 015100 - TEMPORARY UTILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Power and Lighting.

B. Temporary Heating, Cooling, and Ventilation.

C. Temporary Water.

D. Temporary Fire Protection.

E. Temporary Telephone.

F. Temporary Sanitary Facilities.

G. Temporary Sanitary Sewer.

H. Temporary Natural Gas.

1.2 RELATED SECTIONS

A. Section 01 74 00 – Cleaning.

B. Section 01 77 00 – Contract Closeout.

1.3 TEMPORARY UTILITIES

A. Temporary Connections: Connections for temporary power, water, sewer, gas, and other utility services necessary for the Work shall not be made to existing building systems. Connections shall be subject to the County's review and written approval. Coordinate with utility companies and the Construction Manager for locations and methods of connections.

B. The entity responsible for providing and paying for installation, fees and usage costs, operation, maintenance, and removal of temporary utilities is defined in this Section.

1.4 TEMPORARY POWER AND LIGHTING

A. Service Requirements:

1. Temporary Electrical Service: The Contractor shall provide and pay for installation and usage costs of temporary power through an account with the City of Ukiah Electrical Utility Department. Contractor shall be responsible for operation, maintenance, and removal of temporary electrical service, lighting devices and restoration of the site to its original condition in accordance with applicable provisions of the Electrical Safety Orders of the State of California.

2. Modify and extend systems as Work requires.
3. Maintain electrical system to provide continuous service.

4. Clean permanent lighting fixtures used during construction per Section 01 74 00.
5. Distribution: Contractor shall provide distribution network for temporary electrical power.
6. Power Source: County shall arrange for service with the City of Ukiah Electric Utility Department.
7. Conformance: All temporary wiring and electrical facilities shall be in accordance with applicable provisions of Electrical Safety Orders of the State of California.
8. Temporary Lighting: Construction lighting shall be supplied and maintained by Contractor at Contractor's expense. Sufficient lighting levels shall be provided to allow construction to be properly and safely performed. Contractor shall give special attention to adequate lighting for stairs, ladders, floor openings, and similar spaces. Promptly replace burnt out, worn or defective parts.
9. Lighting fixtures: Locate fixtures in areas of Work: One lamped fixture in rooms, except closets and utility chases; one lamped fixture for every 750 square feet in large areas.
10. Security Lighting: Contractor shall provide security lighting during hours of low visibility.

B. Distribution Requirements:
1. Install and maintain temporary distributions of electrical power to locations at the Site as necessary or appropriate including the construction job trailers for efficient prosecution of the Work. Remove temporary distributions as appropriate at the completion of the Project Work or as directed by County.
2. Provide main service disconnect and overcurrent protection at convenient location.
3. Weatherproof distribution boxes with one - 208 volt, three phase power outlet and four - 120-volt outlets consisting of 100 amperes fused switches with equipment ground, spaced so a 100-foot extension cord will reach all areas of building.
4. Temporary power switchboard shall be rated for 480 volts, three phase.
5. Wiring, connections, and protection for temporary lighting.
6. Wiring connections and protection for temporary and permanent equipment, for environmental control, for temporary use of electricity operated equipment, and for testing.

1.5 TEMPORARY HEATING, COOLING AND VENTILATION

A. Service Requirements:
1. Contractor shall provide temporary heating, cooling, and ventilation as necessary for proper installation of all work and to protect all work and materials against damage from dampness and cold and to dry out building.
2. Modify and extend systems as Work requires.
3. Maintain systems to provide continuous service.
4. Use of permanent HVAC system is preferred to any other system for maintaining temperature of building during installation of finish materials, but such use will not be permitted prior to completion of clean-up of plastering and/or drywall work. Contractor shall make every effort to complete permanent heating system in time for such use. Permanent fans shall not be used prior to installation of filters. Filters shall be cleaned and serviced by Contractor immediately prior to final acceptance.

a. Vent portable units to building exterior, complete with automatic controls. Direct-fired units are not allowed. Locate units and outlets to provide uniform distribution of heating, cooling and ventilating.

b. Operate and maintain existing equipment being used; clean or replace filters and install filters in duct extensions as necessary to maintain occupied areas, work areas and finished areas, in specified condition.

c. Prior to operation of permanent equipment, verify controls and safety devices are complete, equipment has been tested, and inspection made and approved for operation.

d. Remove temporary materials and equipment when permanent system is operational. Restore existing and permanent systems used for temporary purposes to original condition.

e. Install temporary filters in air handling units and ducts, replace as necessary to prevent dust in equipment and ducts, to avoid contaminants in Work or finished areas. After completion, replace temporary filters with new, clean, reusable filters as specified in Division 23.

5. Maintain temperature, humidity, and ventilation in enclosed areas to provide ambient conditions for storage, preparation and Work; to cure installed materials, to prevent condensation, to dry floor surfaces and to prevent accumulations of dust, fumes and gases.

6. During non-working hours maintain temperature in enclosed areas occupied solely by Contractor at a minimum of 50 degrees F or higher as specified in individual Sections and by individual product suppliers and manufacturers.

B. Utility Sources:

1. Electrical: As specified above in Article 1.4.

2. Contractor shall coordinate, provide, and pay for all installation, use, operation, maintenance and removal of equipment in accordance with applicable provisions of the Electrical Safety Orders of the State of California.

1.6 TEMPORARY WATER SERVICE

A. Contractor shall coordinate with the City of Ukiah Utility Services Department and pay for the installation and removal of a water meter and double detector check valve (DDCV) for construction water usage to the existing fire water line riser as required to maintain specified conditions for construction operations. Contractor shall provide fire watch, at Contractor's expense, existing Jail Facilities while the meter is being installed and if damage occurs to the meter or DDCV. Connect to, pay usage costs and maintain the existing water source. Exercise measures to conserve water.

B. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

C. Connect water lines to all construction trailers for kitchen and lavatory use.

D. Contractor shall pay for all temporary water usage costs.

1.7 TEMPORARY FIRE PROTECTION

A. Requirements:

1. Maintain systems to provide continuous service, including prompt restoration of interruptions to the adjacent Jail Facilities' systems while temporary service is connected.
2. Immediately notify and coordinate with Project Manager and pay for fire watch services should the fire water line to the Jail Facilities require maintenance or repairs.
3. Provide and maintain fire protection equipment including extinguishers, fire hoses and other equipment as necessary for proper fire protection during the course of the Work.
4. Use fire protection equipment only for fighting fires.
5. Locate fire extinguishers in field offices, storage sheds, tool houses, other temporary buildings and throughout construction Site. In area under construction, provide at least one fire extinguisher for each 5,000 square feet of building floor area. Locate fire extinguishers so that a person never has to walk more that seventy-five feet to obtain one.
6. Assign qualified person with authority to maintain fire protection equipment, institute fire prevention measures, and direct prompt removal of combustible and waste material.

1.8 TEMPORARY TELEPHONE AND DATA

A. Service Requirements:

1. The Contractor shall furnish and pay for phone and high speed data service.

B. Use of Existing System: The adjacent Jail telephone system shall not be used for temporary telephone service.

C. Contractor Phone:

1. Contractor shall have emergency telephone number or other facility available at Contractor's business office for duration of contract where Contractor and superintendent may be contacted twenty-four hours a day in an emergency. Provide emergency telephone numbers to Project Manager and Construction Manager.

D. Telephones:

1. Contractor shall use, and only permit to be used, FCC approved communication devices on frequencies approved by FCC and the Jail Facility.
2. Contractor shall not use, or permit to be used, communication devices which interfere with the existing adjacent Jail or neighboring facility communication systems, as well as, but not limited to:
   a. Life Flight or CHP helicopters.
   b. Emergency Service vehicle communications.
   c. Microwave transmission stations.
   d. Ukiah Airport tower communications.

1.9 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required temporary sanitary facilities for use by construction personnel. Maintain daily in sanitary and clean condition with adequate supplies.

1.10 TEMPORARY SANITARY SEWER

A. Contractor shall pay usage costs for temporary sanitary sewer.

1.11 TEMPORARY NATURAL GAS

A. Contractor shall pay usage costs for temporary natural gas.

PART 2 PRODUCTS

2.1 MATERIALS

A. May be new or used in working condition, adequate to the purpose.

B. Devices and Equipment: Standard devices, meeting UL requirements.

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 015200 - CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Field Offices and Sheds.

B. Vehicular Access.

C. Parking.

D. Progress Cleaning.

E. Barriers and Enclosures.

F. Security.

G. Project Identification.

H. Water Control.

I. Dust Control.

J. Noise Control.

K. Pollution Control.

1.2 DEFINITIONS

A. Permanent Enclosure. As determined by the Mendocino County Project Manager, permanent roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.3 GENERAL

A. Confine operations within the limits of designated construction areas unless otherwise approved by County.

B. Confine material storage, shop areas, equipment yards, and employee parking within designated areas unless otherwise directed by the Mendocino County Project Manager.

1.4 FIELD OFFICES AND SHEDS

A. Offices: Weather-tight, with WI-FI, lighting, electrical outlets, potable water and sewer/blackwater tank services, heating, cooling, and ventilating equipment, restroom facilities, drinking water, and equipped with desks, chairs, sturdy furniture, drawing rack, and drawing display table.

B. Provide separate office building used as field office for Construction Manager's use. This field office building shall have all of the amenities described in 1.4.A above with four private offices, a conference room with furnishings, a restroom, and a separate small area that includes a counter space for a coffee machine, small refrigerator, and a microwave.

C. Contractor to prepare a Submittal, coordinate all inspections and obtain Certificates of Occupancy from the Office of the State Fire Marshal for all Field Offices prior to move in and occupancy.

D. Locate office away from area of grading work so as to not disrupt or interfere with daily operations.

E. Construction: Portable or mobile buildings, raised above ground, securely fixed to foundations with steps and landings at entrance doors. Structurally sound, secure, weather tight enclosures for office space. Maintain during progress of Work; remove at Substantial Completion of Work.

F. Temperature Transmission Resistance of Building: Floors, walls, and ceilings shall be insulated.

G. Exterior Materials: Weather resistant.

H. Interior Materials in Offices: Sheet type materials for walls and ceilings, pre-finished or painted; resilient floors and bases.

I. Windows: Minimum total area of ten percent of floor area, with operable sash and insect screens. Locate to provide views of construction area.

J. Lighting for Offices: Fifty foot-candles at desk top height, exterior lighting at entrance doors.

K. Installation: Install office space for occupancy within fifteen Calendar Days after date of Contractor's Notice to Proceed.

L. Preparation: Fill and grade sites for temporary structures to provide drainage away from buildings.

M. Contract Documents: Complete set of Contract Drawings and Contract Specifications shall be kept continuously at the Site. Copies of all Change Orders, letters, As-Builts, Shop Drawings, etc., shall be kept on the Job-Site at all times and shall be available for inspector's use.

N. Contact numbers: Contractor shall provide telephone numbers where Contractor may be reached at all times during normal working hours and also after normal working hours, if emergency problems develop that require Contractor's assistance.

O. Cleaning: Weekly janitorial services for offices are required. Contractor shall keep construction loading and parking areas clear of construction debris, especially debris that may cause slipping or tripping hazard that may injure vehicle tires, that may stain surfaces, and that may be tracked into existing buildings. Maintain approach walks free of mud and water.

P. Contractor shall be responsible for the payment of all utilities required for the use and operation of the Job Site trailers.

Q. Removal: Upon completion of the Work, and before the Final Payment, Contractor shall remove all temporary work and facilities and return Site to conditions required by the General Conditions of the Contract and at no change to the Contract Sum or the Contract Time.

1.5 USE CHARGES

A. Cost or use charges for Construction Facilities are not chargeable to the County and shall be included in the Contract Sum. Allow other entities to use Construction Facilities without cost, including, but not limited to, the following:

1. Pre-Approved Occupants of Project.
2. County Representatives.
3. Testing agencies.
4. Personnel of authorities having jurisdiction.

1.6 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. Locate all known existing installations before proceeding with construction operations which may cause damage to such installations. Existing installations shall be kept in service where possible and damage to them shall be repaired with no adjustment of Contract Sum.

B. If any other structures or utilities are encountered, request County's Representative to provide direction on how to proceed with the Work.

C. If any structure or utility is damaged, take appropriate action to ensure the safety of persons and property. All expenses required to correct damages to structures or utilities will be the responsibility of the Contractor.

1.7 VEHICULAR ACCESS

A. All access roads and perimeter roads used by Contractor will be improved and protected during the period of this Contract.

B. Construction materials and equipment shall not be stored or parked on public streets, roads, or highways. During any material or equipment loading or unloading activities that may temporarily interfere with traffic, an acceptable detour shall be provided for the duration of the activity. Any associated expense for this activity is the responsibility of the Contractor.

C. Vehicular access to the construction Site must be limited to company vehicles of Contractor and Subcontractors, or vehicles belonging to the Construction Manager, testing agencies, and Authorities Having Jurisdiction. Company vehicles must be plainly marked on both sides of the exterior with Contractor's name and/or company symbol.

D. Construct temporary all-weather access roads from public thoroughfares to serve construction area, of width and load bearing capacity to accommodate unimpeded traffic for construction purposes.

E. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.

F. Extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.

G. Provide unimpeded access for emergency vehicles. Maintain twenty-foot-wide driveways with turning space between and around combustible materials.

H. Provide and maintain access to fire hydrants and control valves free of obstructions.

I. Provide means of removing mud and rocks from vehicle wheels before entering streets. All operations shall limit or expeditiously remove the accumulation of mud, dirt, or rocks from adjacent public streets at the end of each Working Day. Sites with 150 or more vehicle trips per day shall prevent carryout and track out. The use of dry rotary brushes is prohibited.

J. Traffic speeds on unpaved roads shall be 15 miles per hour maximum.

1.8 PARKING

A. Coordinate parking areas to accommodate construction personnel with County.

B. Provide temporary surface parking areas to accommodate construction personnel.

C. When Site space is not adequate, provide additional off-Site parking.

D. Use of designated existing on-Site streets and driveways used for construction traffic is not permitted. Tracked vehicles not allowed on paved areas.

E. Use of designated areas of existing parking facilities used by construction personnel is not permitted.

F. Use of Facilities and Fleet parking facilities by construction personnel is not permitted.

G. Do not allow heavy vehicles or construction equipment in parking areas.

H. Do not allow vehicle parking on existing pavement.

I. Maintenance:

1. Maintain traffic and parking areas in sound condition.
2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

J. Removal, Repair:

1. Remove temporary materials and construction before Final Completion.
2. Repair existing facilities damaged by use, to original condition.

1.9 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris and rubbish. Maintain Site in a clean and orderly condition.

B. Remove waste materials, debris and rubbish from Site daily and dispose off-Site.

1.10 BARRIERS AND ENCLOSURES

A. Provide temporary fence around perimeter of Site or Jobsite operations in accordance with 2.1.D below.

B. Provide protection for plants designated to remain. Replace damaged plants.

1.11 SECURITY

A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the County and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.

B. No claim shall be made against County by reason of any act of an employee or trespasser, and Contractor shall repair all damage to County's property resulting from Contractor's failure to provide adequate security measures.

C. Contractor shall maintain a lock on the Construction access gate at all times when the project is not under construction or being supervised by Contractor. If County determines that the gate has been left unlocked, Contractor may be requested by County to provide a full-time guard at no additional expense to the County.

D. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

E. Contractor shall be responsible for ensuring that the use of drones during construction is prohibited at all times.

F. Initiate a security program at Project mobilization. Maintain program throughout construction period until County occupancy.

1.12 PROJECT IDENTIFICATION

A. Project Informational Signs:

1. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering for legibility at 100 feet distance.
2. Provide sign at each field office, storage shed, and directional signs to direct traffic into and within Site. Relocate as Work progress requires.
3. No other signs are allowed without County permission except those required by law.

B. Design sign and structure to withstand sixty miles per hour wind velocity.

C. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

D. Show content, layout, lettering, color, structure, sizes, and grades of members.

E. Sign Materials:

1. Structure and Framing: Wood or metal, structurally adequate.
2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inches thick, standard large sizes to minimize joints.
3. Rough Hardware: Galvanized.
4. Paint and Primers: Exterior quality, one prime coat and two finish coats; sign background color as selected by Architect.

5. Lettering: Exterior quality paint or pre-cut vinyl self-adhesive products, colors as selected by Architect.

F. Installation:

1. Install Project identification sign within fifteen days after date fixed by Notice to Proceed.
2. Erect at designated location.
3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
4. Install sign surface plumb and level, with butt joints. Anchor securely.
5. Paint exposed surfaces of sign, supports, and framing.

G. Maintenance: Maintain signs and supports clean, repair deterioration and damage.

H. Removal: Remove signs, framing, supports, and foundations at Substantial Completion of Project and restore area.

1.13 WATER CONTROL

A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect Site from puddling or running water. Provide water barriers as required to protect Site from soil erosion.

1.14 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.

B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

C. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered at least two times per day or more at the direction of the Construction Manager to maintain dust control.

D. All haul trucks transporting soil, sand, or other loose material off-Site shall be covered. At least six inches of freeboard space from the top of the container shall be maintained.

E. All visible mud, dirt, or rocks track-out onto adjacent public roads shall be removed using wet vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

F. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.

G. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

H. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

I. Building pads shall be laid as soon as possible upon completion of grading, unless seeding or soil binders are used to minimize wind-generated fugitive dust emissions.

J. All disturbed areas, including soil storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, covered with tarps, or other suitable cover or vegetative ground cover.

K. All on-Site unpaved roads and off-Site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.

L. All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.

M. Following the addition of materials to, or the removal of materials from, the surface of outdoor soil storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.

N. Install wind breaks at windward sides of construction areas.

1.15 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.16 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

C. Idling times shall be minimized either by shutting equipment off when not in use or by reducing the maximum idling time to 5 minutes as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations (CCR). Clear signage shall be provided for construction workers at all access points.

D. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.

PART 2 PRODUCTS

2.1 EQUIPMENT

A. Provide equipment suitable for use intended.

B. Field Offices. Prefabricated or Mobile units with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading.

C. Fire Extinguishers. Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA recommended classes for exposures.
   1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

D. An Automated External Defibrillator (AED) device shall be maintained on Site at all times.

E. Maintain fencing and gates adjacent to the work area. Provide additional fencing and gates as required to properly perform the Work. Minimum required fencing as follows:
   1. Adjoining the secure jail facilities: No. 11 gauge, 2-inch mesh, 96-inch-high galvanized chain link fabric, with full privacy screen.
   2. Galvanized steel posts and top rails; 2-inch diameter line posts and top rails and 3-1/2-inch diameter corner, gate, and pull posts.

PART 3 EXECUTION

3.1 GENERAL

A. Provide Construction Facilities for the following:
   1. Contractor.
   2. Subcontractors.
   3. Construction Manager
   4. Inspectors.

B. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

C. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed.

3.2 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:
   1. Locate field offices, sanitary facilities, and other temporary construction and support facilities for easy access.
   2. Provide incombustible construction for offices, shops, and sheds located within construction area. Comply with NFPA 241.
   3. Maintain support facilities until Substantial Completion.

B. Storage and Fabrication Sheds. Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces on-Site.

3.3 PROTECTION FACILITIES INSTALLATION

A. Temporary Fire Protection. Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with appropriate signage mounted above.
   a. Field Offices. Class A stored pressure water type extinguishers.
   b. Other Locations. Class ABC dry chemical extinguishers or a combination of extinguishers of NFPA recommended classes for exposures.
   c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.

END OF SECTION

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

B. Related Requirements:

1. Section 31 10 00 "Site Clearing" for removing existing trees and shrubs.

1.3 DEFINITIONS

A. Caliper (DBH): Diameter breast height; diameter of a trunk as measured by a diameter tape at a height 54 inches above the ground line for trees with caliper of 6 inches or greater.

B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction.

D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples: For each type of the following:

1. Plastic Protection-Zone Fencing: Orange, non-fading, 48 inches high minimum.

C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1. Species and size of tree.
2. Location on Site plan. Include unique identifier for each.
3. Reason for pruning.
4. Description of pruning to be performed.
5. Description of maintenance following pruning.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For arborist and tree service firm.

B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1. Use sufficiently detailed photographs or video recordings.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

E. Quality-control program.

1.6 QUALITY ASSURANCE

A. Arborist Qualifications: Licensed arborist in jurisdiction where Project is located.

B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project Site during execution of the Work.

1.7 FIELD CONDITIONS

A. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Moving or parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 PRODUCTS

2.1 MATERIALS

A. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements:

1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 pounds per foot; remaining flexible from minus 60 degrees F to plus 200 degrees F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.

   a. Height: 48 inches.
   b. Color: High-visibility orange, non-fading.

PART 3 EXECUTION

3.1 EXAMINATION

A. Erosion and Sedimentation Control: Examine the Site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

B. Prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Flag each tree trunk at 54 inches above the ground.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.3 PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the Site and construction operations begin in a manner that will prevent people and animals from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

B. Maintain protection zones free of weeds and trash.

C. Maintain protection-zone fencing in good condition as acceptable to Architect and remove when construction operations are complete, and equipment has been removed from the Site.

1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 31 00 00 – Earthwork unless otherwise indicated.

B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.

C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.

D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:

1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
2. Cut Ends: Coat cut ends of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other coating formulated for use on damaged plant tissues and that is acceptable to arborist.
3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
4. Cover exposed roots with burlap and water regularly.

5. Backfill as soon as possible according to requirements in Section 31 00 00 – Earthwork.

B. Root Pruning at Edge of Protection Zone: Prune tree roots flush with the edge of the protection zone by cleanly cutting all roots to the depth of the required excavation.

C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:

1. Prune to remove only broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.

B. Unless otherwise directed by arborist and acceptable to Architect, do not cut tree leaders.

C. Cut branches with sharp pruning instruments; do not break or chop.

D. Do not paint or apply sealants to wounds.

E. Provide subsequent maintenance pruning during Contract period as recommended by arborist.

F. Chip removed branches and dispose of off-Site.

3.7 REGRADING

A. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.

1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

B. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

C. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Architect.

1. Submit details of proposed pruning and repairs.
2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.

1. Small Trees: Provide new trees of same size and species as those being replaced for each tree that measures 6 inches or smaller in caliper size.
2. Large Trees: Provide one new tree of 6-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.

    a. Species: As selected by Architect.

3. Plant and maintain new trees as specified in Section 32 90 00 "Planting."

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION

SECTION 015723 - TEMPORARY EROSION, SEDIMENT AND STORM WATER POLLUTION CONTROLS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Preparation and implementation of the Storm Water Pollution Prevention Plan (SWPPP).

B. Plan administration, maintenance and updates.

C. Placement of erosion/pollution control devices.

D. Maintenance and monitoring of control devices.

E. Non-Storm Water Management.

F. Miscellaneous related work necessary for plan compliance.

G. Reports and certificates.

1.3 RELATED SECTIONS

A. Section 01 50 00 – Temporary Facilities and Controls.

B. Section 01 74 19 – Construction Waste Management and Disposal.

1.4 REFERENCES

A. State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ, as amended, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements (WDRs) for discharge of storm water run-off associated with construction activity hereafter referred to as the Permit.

B. Most current version of the Stormwater Best Management Practice Handbook (BMP Handbook), Construction Edition, as published by the California Stormwater Quality Association. Available at www.casqa.org. The Contractor shall use the “BMP Handbook and associated SWPPP Template to develop the SWPPP for this Project.

1.5 SUBMITTALS

A. General

1. Submit under provisions of Section 01 33 00.
2. Submittals shall be prepared in accordance with all requirements of the Permit, including but not limited to the requirement that certain documents be prepared by a Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP).

3. Submittals so noted shall be entered in the SWRCB's SMARTS electronic database at https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp. Subsequent to data entry, submittals shall be saved as a pdf file, and e-mailed to the County.
4. Except as otherwise noted herein, or directed by the County, submit SWPPP amendments and all other reports, sample results, or other documents required to be submitted to the SWRCB or uploaded into SMARTS, at least 5 Working Days before they are required to be submitted or uploaded to SMARTS.

B. Documents to be Submitted

1. Submit SWPPP for review within two weeks after Contract award. The SWPPP shall be completed to the satisfaction of the County before filing Notice of Intent (NOI) and before the start of any field work on the Project.
2. Concurrent with submittal of the SWPPP, submit documentation of the training and qualifications for QSD, QSP, and personnel that implement BMPs, perform inspections, and conduct sampling or field monitoring.
3. Electronically submit the NOI within 5 Working Days of the County's approval of the SWPPP. Revise the NOI based on the County's review comments and re-submit electronically within 2 Working Days.
4. Submit copies of the inspection documentation required by the Permit by 4:00 p.m. on the Monday following each week once field work commences.
5. Electronically enter Annual Reports into SMARTS by August 1 of each year when field work has been underway during the preceding 12 months. Revise the Annual Report based on the County's review comments and re-submit electronically within 7 Calendar Days. Submit the final Annual Report with the NOT.
6. Electronically enter field measurements for pH and turbidity into SMARTS within 2 Calendar Days of the conclusion of a storm event.
7. Submit a REAP at least 48 hours prior to any likely precipitation event as defined in the General Permit.
8. In the event of an exceedance of an applicable Numeric Action Level (NAL) immediately notify the County and submit a written NAL Exceedance Report within 3 Calendar Days of the end of the storm event in which the exceedance occurred.
9. Submit proposed changes to the assigned QSD or QSP at least 7 Working Days in advance of the proposed effective date of the change. Include in the Submittal documentation of the QSD or QSP credentials, and an amendment to the SWPPP to designate the new QSD or QSP.
10. Submit Operation and Maintenance requirements (manuals, checklists, operating procedures, etc.) for post construction BMPs concurrent with the NOT.
11. Electronically submit the NOT within 10 Working Days of the completion of construction activities. Revise the NOT based on the County's review comments and re-submit electronically within 7 Working Days.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with SWPPP and Permit.

B. Maintain one copy of the SWPPP and all inspection reports, monitoring data, and records required by the SWPPP on-Site for duration of Project.

C. Provide a qualified QSP to oversee the implementation of the SWPPP.

D. Provide a qualified QSD to update and amend the SWPPP.

1.7 REGULATORY REQUIREMENT

A. Comply with requirements of the State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ, as amended.

B. Add all regulatory agency documents that have work timeframe exceptions into this section. Comply with rules and regulations of California SWRCB, implemented and enforced by the Regional Water Quality Control Board (RWQCB).

C. Comply with Clean Water Act (CWA) and EPA's NPDES Permit Program.

1.8 GENERAL REQUIREMENTS

A. Field work may not begin until the SWPPP has been accepted by the County and a Waste Discharger Identification (WDID) Number has been issued by the SWRCB.

B. Obtain Construction General Permit Coverage from the SWRCB to Discharge Storm Water Associated with Construction Activities in accordance with SWRCB Order No. 2009-0009-DWQ.

1. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for approval by the County prior to the Contractor's submittal to the SWRCB in accordance with the CASQA BMP Handbook, Appendix B, and Mendocino County's SWPPP checklist. A draft SWPPP has been prepared for the Project and can be found in Appendix H located in Volume 2 of this Project Manual. Contractor shall complete the SWPPP, either by updating the provided draft copy or by creating a new plan. The SWPPP shall be prepared by a QSD.

   a. The SWPPP shall include the minimum required BMPs and other BMPs necessary to meet the Permit objectives and NALs.

   b. The SWPPP schedule must show when:

      1) Work activities will be performed that could cause the discharge of pollutants into stormwater

      2) BMPs associated with each construction phase will be implemented

      3) Soil stabilization and sediment control practices for disturbed soil areas will be implemented

   c. The SWPPP shall include a construction stormwater monitoring plan to implement visual monitoring (inspections and observations), water quality monitoring, and data reporting.

   d. The SWPPP shall describe the SWPPP training for all subcontract personnel performing tasks that may result in pollution of stormwater.

   e. The County's acceptance of the Contractor's SWPPP does not relieve the Contractor of responsibility for the quality and adequacy of the SWPPP. Such acceptance does not warrant, acknowledge, or admit the quality and adequacy of the SWPPP.

2. Prepare a Notice of Intent (NOI) in SMARTS for certification by Owner and pay appropriate fees to obtain coverage/WDID.

C. Provide a QSP who shall assume sole, complete, and continuous responsibility for storm water pollution prevention, runoff management and erosion and sediment control at the Work Site during construction.

1. The QSP shall be responsible for and oversee the implementation of the SWPPP, the preparation and submittal of all reports during the construction Project required by the SWPPP, and training Contractor and Subcontractor staff.

D. Implement the approved SWPPP and Post-Construction BMPs.

E. File a Notice of Termination (NOT) upon completion of construction activity.

F. Inspect and monitor all Work and storage areas for compliance with the SWPPP and the Permit and install and/or maintain BMPs.

G. Complete any and all corrective measures as may be directed by the regulatory agency, the County's SWPPP representative, or the Project QSP or QSD. County's determination of compliance with the Permit shall prevail over that of the Contractor. Any corrective measures necessary to achieve or maintain compliance may not be paid as an additional item. All costs will be assumed by the Contractor under the bid item for SWPPP implementation.

H. Failure to comply with the Permit or approved SWPPP may result in the County halting Work until the Contractor performs remedial action. The cost of lost time, rework, and/or cleanup resulting from the Contractor's failure to comply with the provisions of the Permit or SWPPP shall not be considered Extra Work.

I. Penalties: Pay any fees and be liable for any other penalties that may be imposed by the regulatory agency for non-compliance with SWPPP and/or the Permit during the course of Work.

J. Costs: Pay all costs associated with the implementation of the requirements of the SWPPP and the Permit. This includes installation, maintenance, and repair of all BMPs; performing required inspections and monitoring, removing temporary BMPs at the conclusion of the Project; installing and maintaining permanent BMPs; and preparation of required reports, SWPPP amendments, reporting in SMARTS, and all other requirements specified in the Permit and SWPPP,

K. Submit required reports, SWPPP amendments, monitoring data into SMARTS in accordance with Section 1.5 Submittals.

L. Upon discovery, immediately notify the County of any non-compliance with the Permit, exceedances of NALs.

M. Immediately notify the County of any announced or unannounced inspections by a regulatory agency. Provide the county with any inspection reports provided by the agency.

N. Retain all Permit-related records for at least 3 years from the date the NOT is accepted by the RWQCB or SWRCB.

O. Compliance with SWRCB Order 2009-0009-DWQ General Permit and related enforcement action requiring reduction or cessation of construction activity shall not be honored as a valid excuse for extension of the Contract Time.

PART 2 PRODUCTS

2.1 MATERIALS

A. All temporary storm water pollution prevention facilities, equipment, and materials as required by or as necessary to comply with the SWPPP as described in the BMP Handbook.

PART 3 EXECUTION

3.1 GENERAL IMPLEMENTATION REQUIREMENTS

A. All requirements of the SWPPP and State's General Permit shall apply throughout construction. If there is any discrepancy between the execution and requirements of this specification section and the SWPPP, the requirements of the SWPPP shall take precedent.

B. Assign a QSP or QSD to oversee the implementation of the SWPPP and conduct inspections, monitoring and training of personnel.

C. Assign a QSD to update and amend the SWPPP as needed.

D. All measures required by the SWPPP and the Permit shall be implemented concurrent with the commencement of construction. Pollution practices and devices shall be followed or installed prior to any clearing, demolition, or grading work and maintained and/or upgraded as necessary to ensure sediment, sediment-laden water, and other pollutants do not enter the drainage system, leave the Project Site, or violate applicable water standards.

E. Conduct inspections of all BMPs as required by Project Site conditions, the SWPPP and the Permit, at frequencies required by the Permit.

F. Obtain, install, and maintain a rain gauge at the Site. Observe and record daily precipitation.

G. Monitor the National Weather Service Forecast Office on a daily basis during the contract and maintain records of the forecast. Forecasts are available at: http://www.noaa.gov/.

H. Eliminate or reduce to the extent feasible the discharge of materials other than stormwater to the storm drain system and/or receiving waters as dictated by the Permit and SWPPP.

I. Prior to commencement of field work, meet with the County to review implementation of the SWPPP. The purpose of the meeting will be to review the Contractor's procedures and to develop mutual understandings relative to compliance with the Permit, SWPPP and administration of the Contractor's erosion control and pollution prevention program. The Contractor's QSP shall attend this meeting.

J. The County must approve any changes to the assigned QSD or QSP.

K. Immediately notify the County of the exceedance of the pH or turbidity NALs and provide copies of the field logs by the end of the day the samples were collected.

L. Correct deficiencies noted during the monitoring and inspections within 72 hours of identification, or sooner if a rain event is predicted.

M. Continue SWPPP implementation during any suspension of work activities and until the NOT is approved by the RWQCB.

3.2 REPORTING AND MONITORING

A. Prepare and upload documents and reports to SMARTS as required by the Permit.

B. Prepare Annual Report in SMARTS based upon all reports generated during the reporting year for certification by Owner.

3.3 COMPLETION OF WORK

A. Clean-up shall be performed as each portion of the Work progresses. All refuse, excess material, temporary BMPs and possible pollutants shall be disposed of in a legal manner off-Site and all permanent BMPs shall be in place and maintained in good condition.

B. Meet with the County to review Site conditions, final stabilization, and the post-construction BMPs. The Contractor's QSP shall attend this meeting.

C. With the approval of the County, coordinate removal of temporary BMPs prior to an NOT being submitted to SMARTS.

D. Contractor shall be responsible for implementation of temporary and permanent SWPPP devices until the Work is completed and approved and all required landscaping/final stabilization is established.

E. At completion of Work, inspect installed SWPPP devices, and present the currently implemented SWPPP with all records required by the Permit to the Owner.

F. At completion of Work, inspect the post-construction BMPs, perform maintenance and repairs, and provide the Operation and Maintenance requirements (manuals, checklists, operating procedures, etc.) for post construction BMPs.

G. Prepare a NOT in SMARTS for certification by the Owner to terminate Permit coverage. Permit coverage is terminated when the RWQCB accepts the NOT. Contractor is required to maintain compliance with the Permit, including inspections and monitoring until the NOT is approved.

END OF SECTION

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product Delivery Requirements.

C. Product Storage and Handling Requirements.

D. Product Options.

E. Product Substitution Procedures.

1.2 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. All products shall be new, of first-class quality, and shall be delivered, installed, connected and finished in every detail, and shall be so selected and arranged as to fit correctly into the proper spaces. Where no specific kind or quality of material is given, a first-class standard article as approved by Architect shall be furnished. Contractor shall provide satisfactory evidence as to the kinds and quality of material and workmanship.

C. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

D. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with manufacturer's instructions.

B. Delivery of materials to the Project Site shall be coordinated by and received by Contractor or his representative and stored in secured areas as agreed upon at the job start meeting.

C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

E. Contractor shall take into consideration the available space and location of Work Site when delivery of materials is necessary.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

B. For exterior storage of fabricated products, place on sloped supports above ground.

C. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation and degradation of products.

E. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

H. Contractor shall be responsible to provide all new materials in unopened manufacturer's original containers and deliver such items to Project Site in good condition for use on this Project. Contractor shall be responsible to store all new materials received as per manufacturer recommendations. Any and all materials discovered to be improperly stored and/or damaged will be replaced at the sole expense to Contractor. Any requests for delays or extension of the Contract Time due to the above will not be considered.

I. Contractor shall use all means necessary to protect all materials before, during and after installation and to protect the installed work and materials of all other trades and of existing structures. In event of damage, Contractor is to immediately make all repairs and replacements necessary using compatible and like materials.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One Manufacturer and stating “No Substitutions Allowed, County’s Standard”: Products of manufacturer named and meeting Specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers without naming a Product, with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

D. Products specified by Naming One or More Manufacturers and Naming Product(s) by the first listed Manufacturer, with a Provision for Substitutions: Submit a request for substitution for any product, by any manufacturer, listed or not listed, other than the product(s) listed.

E. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis-of-design", including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other manufacturers, whether listed or not. Submit a substitution request for any product, by any manufacturer, listed or not listed, other than the product(s) listed as "basis-of-design".

F. Products for UL Assemblies:

1. UL Design Numbers are indicated on the Drawings for various fire-rated floor/ceiling, roof/ceiling, wall, and structural frame assemblies.
2. Where Drawings indicate UL Assemblies, the manufacturers, products, materials, and installation shall comply exactly with the particulars of the Design Number indicated.
3. Components may not be interchanged or substituted from different assemblies.

1.6 PRODUCT SUBSTITUTION PROCEDURES AND "OR EQUALS"

A. Architect will consider requests for Substitutions only within 35 days after Award of the Contract.

B. Requests for "Or Equals" shall be submitted within 35 days after Award of the Contract.

C. Reference to any product, material, equipment, article, system, service or patented process, by trade, catalogue number, name brand product or product manufacturer is for information only and shall not be construed as limiting competition.

D. Substitutions will only be considered when one or more of the following conditions are met:

1. All aspects of the proposed substitution meet or exceed the criteria for the specified product.
2. The proposed changes are in keeping with the general intent of the Contract Documents.
3. The request is fully documented and timely and properly submitted.
4. The specified product cannot be provided within the Contract Time.
5. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
6. The request offers County a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities that County must assume. County's additional responsibilities may include, but not be limited to, compensation to Architect for redesign and/or evaluation services and increased cost of other construction by County.
7. The specified product becomes unavailable through no fault of Contractor.
8. The specified product cannot receive necessary approvals by governing authorities, and the requested substitution can be approved by governing authorities in a timely manner.
9. It can be demonstrated that the specified product cannot be provided in a manner that is compatible with other materials and Contractor certifies that the proposed substitution

will overcome the incompatibility.

10. It can be demonstrated that the specified product cannot be coordinated with other materials and Contractor certifies that the proposed substitution can be coordinated.
11. The specified product cannot provide the warranty required by the Contract Documents and Contractor certifies that the proposed substitution provides the required warranty.

E. Substitutions will not be considered when one or more of the following conditions occur:
   1. Acceptance would require revisions to the Contract Documents, Contract Time extensions or an increase in the Contract Sum.
   2. They are indicated or implied on shop drawing or Product Data submittals, without separate written request.
   3. When the specified product cannot be provided as a result of failure of Contractor to pursue the Work in a timely manner or properly coordinate construction activities.

F. In those cases where the Specifications designate a product, material, equipment, article, system, service or patented process by specific brand or trade name and there is only one brand or trade name listed, the item involved is:
   1. Required to be used since it is a unique or novel product application, or
   2. Required to match other products in use by County, or
   3. Is the only brand or trade name known to Architect.

G. Document each request on Substitution Request Form attached at the end of this Section with complete data substantiating compliance of proposed Substitution with the Contract Documents. The burden of proof as to comparative quality, suitability and performance of proposed product(s), material(s), equipment, article(s), system(s), service(s) or patented process(es) shall be upon Contractor. Architect will be the sole judge of the equality of the proposed substitution versus the specified item(s).

H. A substitution request constitutes a representation that Contractor:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
   2. Will provide the same warranty for the Substitution as for the specified product.
   3. Will coordinate installation and make changes to other work which may be required for the Work to be complete with no additional cost to County.
   4. Waives claims for additional costs or time extensions which may subsequently become apparent.
   5. Will reimburse County for review services associated with approvals by authorities having jurisdiction.

I. Substitution Submittal Procedure:
   1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
   2. Submit Shop Drawings, Product Data, and certified test results attesting to the proposed product equivalence.

3. Within twenty-one (21) days of receipt of complete submittals requesting a substitution / or equal, with all supporting data necessary to evaluate the request, the Project Architect shall evaluate and act on the request. The decision of the Project Architect shall be final. No Contract Time Extensions shall be allowed on account of an incomplete request for substitution/or equal, or for the timely decision on such request.
4. If the Architect determines that samples are required to decide a request for substitution, Architect shall inform the Contractor which materials are to be sampled. The Contractor shall, at no cost to the County, provide samples as required to evaluate the requested material. The samples shall be evaluated by the Architect before action is taken on the request for substitution.
5. Incomplete Substitution Request package will not be reviewed and will be returned to Contractor. Contractor shall then provide the specified item.
6. Only one request for substitution will be allowed. If proposed substitution is not accepted by Architect, Contractor shall provide the specified item.
7. Use of accepted substitutions shall in no way relieve Contractor from responsibility for compliance with Drawings and Specifications.
8. All costs associated with accepted substitutions shall be borne by Contractor including, but not limited to, required changes to the Project's design, architectural and/or engineering design fees, detailing, Agency approvals and fees, and all additional construction costs caused by substitution.
9. All substitutions affecting structural items will require approval from authority having jurisdiction prior to fabrication and installation on the Project.
10. All substitutions affecting fire/life safety items will require approval from the California State Fire Marshal prior to fabrication and installation on the Project.

PART 2 PRODUCTS

2.1 MATERIALS

A. Materials furnished shall be new and never been used before, unless specified otherwise, and will satisfy the requirements herein and all Specifications referenced by provisions within these Specifications. Contractor shall furnish, upon request of Architect, an affidavit from the manufacturer or supplier to the effect that materials furnished shall conform to the General Conditions, the latest revision of AWWA Specifications, ASTM, and Federal Specifications that pertain. All materials shall be installed in accordance with manufacturer's recommendations and the Standard Drawings and Specifications that pertain. Material for one specific product shall be one manufacturer unless otherwise approved by Architect. All materials shall be subject to inspection after delivery to the Site and during installation of the Work. Failure of the Inspector or Architect to note faulty material shall not relieve Contractor of the responsibility for removing or replacing any such material at no additional cost to County.

B. For the ease of maintenance and parts replacement, to the maximum extent possible use materials of a single manufacturer, delivered in manufacturer's original, unopened containers with labels intact and legible, and in sufficient quantity to allow continuity of Work. Deviation from this requirement shall require written approval from County and Architect.

C. Architect reserves the right to reject any materials list which contains materials from various manufacturers if suitable materials can be secured from fewer manufacturers and to require that source of materials be unified to maximum extent possible.

PART 3 EXECUTION

Not Used

END OF SECTION

SUBSTITUTION REQUEST FORM

SUBSTITUTION REQUEST NUMBER: _____

TO: _____

PROJECT: _____

SPECIFIED ITEM:

_____	_____	_____	_____
Section	Page	Paragraph	Description

The undersigned requests consideration of the following:

Proposed Substitution (Manufacturer, Model # or Name, Color, Etc.): _____

_____

History: ___New Product, ___Available 2-5 Years, ___Available 6-10 Years, ___Available 10+ Years

Provide UL, ITS, WHI, (or other) listing / rating of proposed substitution: _____

Attached data shall include, but not be limited to, product, specification, drawings, performance and test data adequate for evaluation of the request for the proposed substitution product and the specified product, with applicable portions of the proposed substitution and the specified Product Data clearly identified in a point-by-point direct comparison chart. Incomplete form and attachments will result in rejection of substitution request.

Requestor shall address the following items on this Substitution Request Form. Use a separate attached sheet attached as needed:

1. Reason for not providing specified item:
   _____
   _____
2. Will proposed substitution affect dimensions indicated on Drawings? ____(Yes) ____(No)
   If yes, how? _____
3. Will proposed substitution affect Electrical, Mechanical, Structural, Architectural, etc.?
   ____(Yes) ____(No) If yes, explain:
   _____
   _____
4. Is proposed substitution larger or smaller than specified product? ____(Yes) ____(No)
   If yes, state size of substitute product:
   _____

5. Does proposed substitution weight less/more than specified product? ____(Yes) ____(No)
   If yes, state weight of substitute product:
   _____

6. Will proposed substitution affect other trades and/or parts of the Work? ____(Yes) ____(No)
   If yes, explain all effects:
   _____

   _____

7. Comparison between proposed substitution and specified product (Similarities / Differences)?
   _____

   _____

8. If Substitution Request is accepted, County will receive a credit of $_____. The Contract Sum will be adjusted accordingly.

9. Will proposed substitution affect the Contract Time? ____(Yes) ____(No)
   If yes, ____(Add) ____(Deduct) _____ Calendar Days.

INITIAL	UNDERSIGNED CERTIFIES:
_____	Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
_____	Proposed substitution has same or better warranty as specified product.
_____	Proposed substitution has same or better maintenance service and availability of replacement parts as specified product.
_____	Proposed substitution will not affect or delay the Contract Schedule.
_____	Claims for additional costs related to accepted substitution, which may subsequently become apparent, are hereby waived.
_____	Proposed substitution will not affect dimensions and functional clearances.
_____	Coordination, installation, and changes in the Work as necessary for installation of accepted substitution will be complete in all respects, at no additional cost to County.
_____	Contractor will pay for all costs associated with changes to the Project's design, including, but not limited to, architectural or engineering design fees, detailing, Agency approvals and construction costs caused by the requested substitution.
_____	The function, appearance and quality of the proposed substitution is equivalent or superior to the specified item.

The undersigned certifies that the above is accurate and correct.

Signature: _____

Company: _____

Address: _____

_____

Date: _____

Telephone: _____

Attachments: ___Drawings ___Product Data ___Samples ___Tests ___Reports ___Other (Describe)

_____

Architect's Review and Action:

_____ Substitution Accepted – Make submittals in accordance with Specification Section 01 33 00.

_____ Substitution Accepted as Noted - Make submittals in accordance with Specification Section 01 33 00.

_____ Substitution Rejected – Provide specified product.

_____ Substitution Request Received Too Late – Provide specified product.

By: _____ Date:_____

Remarks: _____

_____

SECTION 017400 - CLEANING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for Progress and Final Cleaning.

B. Cleaning, during progress of Work, and at completion of Work.

1.2 RELATED SECTIONS

A. Divisions 02-49 - Cleaning for specific products or work.

1.3 DISPOSAL REQUIREMENTS

A. Cleaning and disposal operations shall be conducted to comply with codes, ordinances, regulations, and antipollution laws.

1.4 FIRE PROTECTION

A. Store volatile waste in covered metal containers and removed from premises daily.

B. All products shall be used in accordance with manufacturer's instructions regarding ventilation and fire protection.

PART 2 PRODUCTS

2.1 MATERIALS

A. Contractor shall use only those cleaning materials which will not create hazards to health or property, and which will not damage surfaces.

B. Contractor shall use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned.

C. Contractor shall use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.1 CLEANING DURING CONSTRUCTION

A. Periodic cleaning shall be performed to keep Work Site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris that result from construction operations.

B. On-Site containers shall be provided for collection of waste materials, debris and rubbish.

C. Waste materials, debris and rubbish shall be removed from Site periodically and disposed of at legal disposal areas away from Site.

D. Do not allow trash containers to overflow.

3.2 DUST CONTROL

A. Interior spaces shall be cleaned prior to start of finish painting and on as-needed basis until painting is finished.

B. Operations shall be scheduled so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.3 DURING CONSTRUCTION

A. Each Subcontractor shall:

1. Clean up all waste materials, rubbish, and debris resulting from its own operations.
2. Place waste materials, rubbish, and debris from ground floor operations outside of building in an area designed by Project Manager and General Contractor.
3. Place waste materials, rubbish, and debris from above-ground floor operations in chute connected to waste container.
4. Oversee cleaning and ensure that building and grounds are maintained free from accumulations of debris.
5. Sprinkle dusty debris with water.
6. At reasonable intervals, minimum once a week, clean-up Site and access and dispose of debris off-Site.
7. Remove grit, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces of fixtures, hardware and equipment.
8. Repair, patch, and touch-up marred surfaces to match adjacent finishes damaged by his own operations.
9. Comply with additional requirements defined in Specifications.
10. Vacuum interior areas when ready for painting.
11. Schedule cleaning operations so that contaminants resulting from cleaning do not fall on wet painted surfaces.

B. General Contractor shall:

1. Oversee cleaning and insure that building and grounds are maintained free from accumulations of waste materials, rubbish, and debris.
2. Clean up all debris.
3. Remove all debris and dispose of off Site.
4. Clean all glass and aluminum surfaces.
5. Leave the Work "broom clean".

3.4 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.

B. For final cleaning Contractor shall:

1. Employed skilled workers for final cleaning. Remove waste and surplus materials, rubbish, and construction facilities from the Site. Execute final cleaning prior to final Project assessment.
2. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
3. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to surface and material being cleaned.
4. Clean debris from roofs, gutters, downspouts, and drainage systems.
5. Vacuum carpeted and soft surfaces.
6. Wash and shine glazing and mirrors.
7. Polish glossy surfaces to clean shine.
8. Ventilating Systems:
    a. Clean permanent filters and replace filters if units were operated during construction.
    b. Clean ducts, blowers and coils if units were operated without filters during construction.
9. Broom clean exterior paved surfaces; rake clean other surfaces of Site. Clean debris from roofs, gutters, downspouts, and drainage systems.
10. Prior to final inspection or County occupancy, Contractor shall conduct inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that entire Work is clean. After completion and final acceptance of the Project, Contractor shall immediately remove all equipment, fencing, construction materials and debris from Project Site.
11. Contractor shall be responsible for restoring the work area and all auxiliary areas utilized during the Work to conditions that are equal to or better than existed prior to Project commencement. Any damages to interior and exterior building surfaces, walkways, landscaping, utilities, etc., shall be repaired or replaced at the sole expense to Contractor.
12. Final cleaning acceptable only if building and grounds are ready for County workforce occupancy without further cleaning.

END OF SECTION

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Special requirements for waste management during demolition and construction operations.
   1. Salvaging nonhazardous waste.
   2. Recycling nonhazardous waste.
   3. Disposing of nonhazardous waste.

B. Environmental protection requirements, both on-Site and off-Site, during demolition and construction operations.

1.2 RELATED SECTIONS

A. Section 01 52 00 – Construction Facilities.

B. Section 01 57 23 – Temporary Erosion, Sediment, and Storm Water Pollution Control.

C. Section 01 60 00 – Product Requirements.

D. Division 04 and 09 Sections: For disposition of masonry and stone waste and excess materials.

E. Division 31 Sections: For disposition of waste resulting from Site clearing and removal of above- and below-grade Site improvements.

1.3 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Section 01 42 00 for definitions, acronyms, and abbreviations.

B. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80. References to Standard Specifications shall mean the most recent edition of the Caltrans Standard Specifications.

C. Referenced Standards:
   1. ASTM E2114 – Standard Terminology for Sustainability Relative to the Performance of Buildings.
   2. California Green Building Standards Code (CalGreen), Part 11 of Title 24.

1.4 WASTE REDUCTION GOALS

A. The County has set a waste minimization goal for the Project, within the limits of the construction schedule, contract sum, and available materials, equipment, products, and services.

B. Minimize the amount of construction waste generated. The Project goal is to recycle, salvage, or reuse at least 75 percent, as applicable, of the waste generated that may otherwise be disposed in a solid waste disposal facility (landfill).

C. Divert waste generated by construction, demolition, and land clearing activities from disposal through reuse (salvage) and recycling.

D. Reduce waste generated using effective construction resource management practices in materials estimating, ordering, shipping, storage, installation, and disposal.

E. Manage construction waste using best management practices to prevent contacting, contaminating, and polluting storm water run-off.

1.5 DEFINITIONS

A. Definitions pertaining to sustainable development: As defined in ASTM E2114 and as specified in this Section.

B. CIWMB: California Integrated Waste Management Board.

C. Class III Landfill: A landfill that accepts non-hazardous waste such as household, commercial, and industrial wastes, including construction, remodeling, repair, and demolition operations.

D. Construction Waste: As defined in Title 14, CCR, Section 17225.15. Includes waste building materials, packaging and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures.

E. Construction and Demolition (C&D) Waste: Solid waste that is a portion of the construction waste stream and are source separated or separated for reuse solid waste and recyclable materials, including commingled and separated materials resulting from construction work that are not hazardous, and contains no more than one percent putrescible waste by volume.

F. Conversion Rate: The rate set forth in the standardized Conversion Rate Table (see table at end of this Section) for use in estimating the volume or weight of materials identified in the Construction Waste Management Plan.

G. Divert: To use material for any purpose other than disposal in a landfill or transformation facility.

H. EA: Enforcement Agency as defined by California Public Resources Code (PRC) Section 40130.

I. Environmental Pollution and Damage: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; or degrade the utility of the environment for aesthetic, cultural, or historical purposes.

J. Hazardous Materials: Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261 and Title 22 CCR, Section 66261.3 et seq.

Hazardous materials include pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA) and the International Agency for Research on Cancer (IARC).

K. Hazardous Waste: As defined in 40 CFR 261 and Title 22 CCR, Section 66261.3 et seq.

L. Putrescible Waste: Solid waste capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisance because of odors, vectors (insects, rodents, or any other animal capable of transmitting causative agents of human disease), gasses, or other offensive conditions, and include materials such as, but not limited to food wastes, offal and dead animals.

M. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

N. Recycle: To remove a waste material from the Project Site to another site for remanufacture into a new product for reuse by others.

O. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product. Can be conducted on-Site (as in the grinding of concrete and reuse on-Site).

P. Recycling Facility: An operation that can legally accept materials for the purpose of processing materials into an altered form for the manufacture of a new product. Recycling facilities have their specifications for accepting materials.

Q. Reuse: Making use of a material without altering its form.

R. Salvage: Recovery of materials for on-Site reuse or donation to a third party.

1.6 SUBMITTALS

A. General: Submit in accordance with Section 01 33 00.

B. Special Environmental Requirements Submittals: Submit the following:

1. Construction Waste Management Plan.
2. Letter, signed by Contractor, tabulating the total waste material, quantities diverted and the means by which diverted, and declaring that the credit requirements have been met.
3. Submit Certifications from C&D Recycling Facilities that will receive C&D debris.

C. Pay Application Requirements as described in this Section including but not limited to: Waste Management Log, receipts, invoices, weigh tickets and a summary sheet.

1.7 QUALITY ASSURANCE

A. C&D Recycling Facility Qualifications:

1. Operations legally qualified to accept C&D waste in compliance with CIWMB rules and regulations and the local Enforcement Agency. A list of C&D Recycling Facilities is available through the CIWMB and its Internet recyclers' database www.ciwmb.ca.gov/ConDemo/Recyclers.

B. Regulatory Requirements: Comply with CIWMB and local EA rules and regulations.

C. Monitoring:

1. Maintain log of each load, of each category item diverted from landfill. Log in separately debris sent to a Class III landfill and materials sent to recycling facilities.
    a. Include in log: type of load, load volume, recycling/hauling service, date accepted by recycling service or by landfill.
    b. County reserves the right to audit the log at any time, retain all weight tickets, and receive copies of receipts and invoices.
    c. Units of measure: Use same units as stated in the approved plan good faith estimate of construction waste which would be generated if no remedial methods were implemented.
2. Project Inspector shall monitor removal of C&D debris to verify the required material designated to be recycled are being properly sorted and removed from Site to be delivered to recycling facility. Contractor shall coordinate with Project Inspector to have all loads, recycled and non-recycled, verified prior to off-haul. Project Inspector shall initial all receipts, invoices, manifests and weigh tickets.
3. Additional Pay Application Requirements: Submit the following as a requirement for pay application:
    a. Waste Management Log with attached receipts, invoices, weigh tickets and a summary sheet duly initialed by Project Inspector.
    b. Certification letter stating that, under the penalty of perjury, all materials removed from the Site during the billing period are included in the waste management log, summary sheet, and attachments.
    c. Failure to submit these requirements with pay application will prohibit processing of pay application.
4. Coordination, Meetings, Training: Comply with provisions specified in this Section.

1.8 CONSTRUCTION WASTE MANAGEMENT PLAN

A. Within 14 days after receipt of Notice of Award and prior to any waste removal from the Project Site, Contractor shall develop and submit to County a Construction Waste Management Plan as specified in this Section for review.

B. The Construction Waste Reduction Plan shall, as a minimum, address the following:

1. Statement of Waste Management Goals indicating objective to reuse, salvage, and recycle of at least 75 percent, as applicable, of the waste generated.
2. Provide a good faith estimate of total Project construction waste to be generated if no diversion methods were implemented. Identify name of landfill(s) where Project construction waste would normally be disposed of, tipping fees, and estimated cost of disposing Project construction waste in landfill(s).
3. Calculate quantities using the Conversion Rate Table included in this Section.
4. Types and estimated quantities (where reasonably available) of salvageable materials that are expected to be generated during demolition and construction activities.
5. Methods to be used to salvage or reuse materials on-Site. Methods shall include one or

more of the following options: contracting with a deconstruction specialist to salvage all or most materials generated, and reuse of materials on-Site or in new construction.

6. Methods to be used to recycle materials. Methods shall include one or more of the following: requiring Subcontractors to take materials back for recycling at a permitted facility, contracting with a full-service recycling service to recycle all or most materials at a permitted facility, processing and reusing materials on-Site.
7. Identify C&D recycling facilities that will receive C&D debris. Include as attachments each recycling facility's specifications for accepting materials.
8. Describe construction Site facilities, implements, and procedures for collecting, separating, storing, and hauling, each type of C&D debris. Clearly label recycling containers – post acceptable/unacceptable materials. Identify hauler(s) of each particular debris item, who have agreed to accept and divert designated item from landfill.
9. As a minimum, the following materials shall be reused or recycled:
    a. Land clearing debris.
    b. Asphaltic concrete.
    c. Concrete.
    d. Metals.
    e. Wood.
    f. Plywood, oriented strand board (OSB), medium density fiberboard (MDF), and other wood sheet materials.
    g. Rigid foam.
    h. Window glass.
    i. Gypsum board.
    j. Acoustical ceiling panels.
    k. Carpet and pad.
    l. Paint (through hazardous waste outlets).
    m. Piping: steel, copper, plastic, and cast iron.
    n. Fluorescent lights and ballasts.
    o. Cardboard, paper, plastic film, and packaging.
    p. Job-shack wastes, including office paper, cardboard, glass, plastic, and aluminum beverage cans.
10. Describe methods to prevent storm water run-on from contacting stored construction waste. Methods may include but not limited to berms, secondary containment, and covered dumpster/roll-offs. Where dumpsters are used, include number of dumpsters and frequency of pick-up.

C. Plan Implementation

1. Waste Management Coordinator: Contractor shall designate an on-Site party (or parties) responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.
2. Maintain log of each load, of each category item diverted from landfill. Log in separately

debris sent to a Class III landfill and materials sent to recycling facilities.

a. Include in log type of load, load volume, recycling/hauling service, date accepted by recycling service or by landfill.

b. County reserves the right to audit the log at any time, retain all weight tickets, and receive copies of receipts and invoices.

c. Units of measure: Use same units as stated in the approved plan "good faith" estimate of construction waste which would be generated if no remedial methods were implemented.

3. Materials Handling:

a. Materials to be recycled shall be protected from contamination, and shall be handled, stored and transported in a manner that meets the requirements set by the designated facilities for acceptance.

4. Separation Facilities:

a. Designate a specific on-Site area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return.

b. Keep waste bin areas neat and clean. Clearly mark bins. Do not commingle non-recyclable waste with materials designated for reuse or recycling.

c. For separation at an off-Site facility that uses facility average diversion rates, those diversion rates must be regulated by a local or state government authority, and a documenting letter stating such shall be provided.

5. Training and Coordination:

a. Furnish copies of the Waste Management Plan to all on-Site supervisors, each Subcontractor, and County.

b. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all entities at the appropriate stages of the Project.

c. Meetings: Include construction waste management on the agenda of regularly scheduled Job-Site meetings.

6. Transportation:

a. A description of the means of transportation of the recyclable materials (whether materials will be Site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the Site) and destination of materials. Provide an estimate of how often bins will need to be emptied.

b. Transport materials in covered trucks to prevent contamination of product or littering or polluting of surrounding areas.

D. Waste Reduction Strategies:

1. Include in supply agreements with vendors, a waste reduction provision, specifying a preference for reduced, returnable, and/or recyclable packaging.

2. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

3. Store materials properly to avoid moisture damage or other damage to materials as well as outdating. Materials that become wet or damp due to improper storage shall be

replaced at Contractor's expense.

1.9 SPECIAL PROGRAMS

A. Contractor shall be responsible for final implementation of programs involving tax credits or rebates or similar incentives related to recycling, if applicable to the Project. Revenues or other savings obtained for recycled, reused or salvaged materials shall accrue to Contractor.

B. Contractor shall document work methods and recycled, reused or salvaged materials that qualify for tax credits, rebates and other savings.

1.10 SUBSTITUTIONS

A. Should Contractor desire to use procedures, materials, equipment, or products that are not specified but meet the intent of these Specifications and are equal to the products specified in all aspects to reduce materials waste, Contractor shall propose these substitutions under provisions of Section 01 60 00.

1.11 CONVERSION TABLE

A. Use the following conversion table for the necessary conversion of material quantities.

Conversion Rates			
Material	Lbs/cy	Tons/cy	Cy/ton
Wood	300 lbs/cu.yd.	0.15 tons/cu.yd.	6.7 cu yds/ton
Cardboard	100 lbs/cy.yd.	0.05 tons/cu.yd.	20 cu yds/ton
Drywall	500 lbs/cu.yd.	0.25 tons/cu.yd.	4 cu.yds/ton
Concrete/Asphalt	1400 lbs/cu.yd.	0.7 tons/cu.yd.	1.4 cu. yds/ton
Mixed Waste	350 lbs/cu.yd.	0.175 tons/cu.yd.	5.7 cu.yds/ton

Source: Resource Efficient Building (1994), Metro Solid Waste Department, Portland, Oregon

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement waste management plan as approved by County. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

3.2 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

B. Burning: Do not burn waste materials on County's property.

C. Disposal: Transport waste materials off County's property and legally dispose of them off-Site.

END OF SECTION

SECTION 017700 - CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout Procedures.

B. Project Record Documents.

1.2 RELATED SECTIONS

A. Section 01 31 19 - Project Meetings.

B. Section 01 78 39 - Project Record Documents.

1.3 SUBMITTALS

A. Contractor's Request for final inspection.

B. Contractor's Request for Final Payment per General Conditions.

C. Contractor's Request for final Change Order, if requested.

1.4 SCHEDULING

A. Submittal Times:

1. Final inspection is to be requested when the work is complete.
2. Final Payment is to be requested when punch list is complete.

B. Response Time - Final inspection will be conducted within ten days of Contractor's request.

1.5 CLOSEOUT PROCEDURES

A. Submit written Certification that the Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the Contract Documents and ready for Architect’s review.

B. Provide submittals to Architect and County required by authorities having jurisdiction.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.

D. The submission, by Contractor, of satisfactory evidence that no claim or lien exists against Contractor for labor done or materials furnished under the Contract.

E. Submit items to Architect or other parties as required by individual sections of the Specifications.

1.6 FINAL INSPECTION AND PUNCHLIST

A. The Contractor shall prepare a detailed punch list after pre-punch work is completed. The Contractor shall make all corrections noted on the detailed punch list prior to requesting that

the Construction Manager, the Project Architect and the County review the project and develop a list of deficiencies, known in the industry as a "punch list". Contractor shall provide the detailed punch list when first completed and after all items have been corrected. Detailed punch list shall clearly delineate the deficiencies and how the deficiencies have been corrected.

B. The Architect shall notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list of deficiencies. Refer to Article 24 of the General Conditions for further requirements prior to final acceptance by the County.

C. The Contract Administrator or designee shall make a final inspection if the County determines all of the Work is complete. The Contractor and Project Architect and Construction Manager shall be present at the final inspection.

1.7 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification Sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

1.8 PROGRESS RECORD DOCUMENTS

A. Refer to Section 01 78 39.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 SUBMITTALS WITH REQUEST FOR FINAL PAYMENT

A. Requests for Final Payment shall comply with General Conditions.

B. Final Accounting - The final accounting shall be sufficiently detailed to identify all sums claimed to be owing by the County and all sums owed by the Contractor to others. It shall be submitted under penalty of perjury as follows:

I, _____ (Authorized Representative of Contractor) declare under penalty of perjury that the foregoing a complete and accurate accounting of all sums claimed by the Contractor to be owing from Mendocino County on account of the Mendocino County SB844 Jail Project, and include an accurate and current accounting of all sums owed by the Contractor to others.
This declaration was executed this ____ day of _____, 20____, in _____, California.

_____
(Sign)

3.2 CONTRACTOR'S REQUEST FOR FINAL PAYMENT

A. The Contractor's request for Final Payment shall comply with provisions of the General Conditions.

B. The request for Final Payment shall be segregated into a request for a final progress payment and a request for Final Payments of sums retained and withheld by the County.

C. The final withhold account shall include no less than 125 percent of the total of all claims owing by Contractor identified on the Contractor's final accounting unless the 5 percent previously withheld exceeds the sum. County reserves right for greater withhold, pursuant to the General Conditions.

D. With their Request for Final Payment, the Contractor may submit a request for a Final Contract Price and/or Final Contract Time Change Order.

3.3 ADJUSTMENT OF FINAL RETENTION

A. If a Notice of Completion has been recorded (but not if a Notice of Cessation of Work has been recorded), Contractor may request payments from the Final withhold Account pursuant to the General Conditions.

B. With such request, the Contractor shall provide the submittals specified in the General Conditions.

3.4 STOP NOTICE PROCEDURES

A. The County reserves all right to resolve stop notice controversies, as specified in the General Conditions.

END OF SECTION

SECTION 017823 - OPERATING AND MAINTENANCE DATA

PART 1 GENERAL

1.1 SECTION INCLUDES

A. All operating and maintenance manuals as indicated, in accord with provisions of Contract Documents.

B. Requirements Included:

1. Work coordinated with all other trades.
2. Binding and organization as specified.

1.2 RELATED SECTIONS

A. Section 01 79 00 – County's Instructions for Equipment and Systems

B. Section 01 91 00 – General Commissioning Requirements.

C. Divisions 02-49.

1.3 SUBMITTALS

A. Contractor shall submit:

1. Three sets of complete Operation and Maintenance manuals for each product, component and system indicated in hard copy and one in electronic PDF format.
2. Maintenance data for finish materials indicated.
3. Contractor is required to review the bid documents for any additional requirements.

1.4 SCHEDULING

A. No later than sixty days prior to the County's Instructions for Equipment and Systems, Section 01 79 00.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to County's personnel two weeks prior to date of final inspection.

B. Demonstrate Project equipment instructed by qualified manufacturer's representative who is knowledgeable about the Project. Video record demonstration of operation and maintenance procedures for future County personnel use.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months of intended season of operation.

D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with County's personnel in detail to explain all aspects of operation and maintenance.

E. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.

F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

G. Required instruction time for each item of equipment and system is specified in individual Sections.

PART 2 PRODUCTS

2.1 OPERATION AND MAINTENANCE MANUALS

A. Contractor shall:

1. Assemble data indicated and other data required to completely describe operation and maintenance procedures.
2. Bind or assemble in 8-1/2-inch x 11 inch 3-ring-binders, completely indexed by specification section, with each item clearly labeled.
3. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, typed on thirty-pound white paper, in three parts as follows:
   a. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
   b. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      1) Significant design criteria.
      2) List of equipment.
      3) Parts list for each component.
      4) Operating instructions.
      5) Maintenance instructions for equipment and systems.
      6) Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
   c. Part 3: Project documents and certificates, including the following:
      1) Shop Drawings and Product Data.
      2) Air and water balance reports.
      3) Certificates.
      4) Photocopies of warranties and bonds.
4. Identify each item in manner consistent with names and identification numbers used in Contract Documents, not with manufacturer's catalog numbers. Cross reference to Divisions 02-49.
5. Neatly type or draft all data not furnished in printed form.
6. Organize data for ease of reference.

2.2 DATA REQUIRED FOR EACH COMPONENT AND SYSTEM

A. Sequence of operation:

1. Valves, switches, etc., used to start, stop and adjust systems shall be listed.
2. Flow diagrams, control sequences and charts of valve tag numbers, with locations and function of each valve, keyed to flow and control diagrams shall be provided.
3. Valve directory shall be submitted for review prior to inclusion in manual showing valve number, location and equipment controlled.
4. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operation instructions.

B. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

C. Lubrication Instructions:
1. Frequency of inspection and lubrication recommended.
2. Type of grease.
3. Amount of lubrication recommended.

D. Maintenance and troubleshooting data:
1. All manufacturer-furnished data.
2. Project record wiring diagrams.
3. Name and address of manufacturer.
4. Name and address of local representatives who stock or distribute repair parts.
5. Preventative maintenance and troubleshooting.
6. Disassembly, repair, and reassembly instructions.
7. Alignment, adjusting, balancing, and checking instructions.

2.3 DATA REQUIRED FOR FINISH MATERIALS

A. Maintenance Data:
1. Precautions necessary against detrimental agents and methods.
2. Manufacturer's instructions and recommendations. Include manufacturer’s recommendations for cleaning agents and methods, and recommended schedule for cleaning and maintenance.
3. Maintenance materials and tools required.
4. Repair and/or replacement instructions.
5. Name and address of manufacturer.
6. Name and address of local supplier of maintenance materials.
7. Where extra materials are required by individual specification Sections, the quantities of materials specified shall be delivered to the location designated by the County. Extra materials are property of the County and shall not be used by the Contractor for any reason. Refer to Section 01 78 43.

PART 3 EXECUTION

3.1 REQUEST FOR FINAL PAYMENT

A. All items are to be submitted to County with request for Final Payment.
   1. All copies at least sixty days prior to County's Instruction for Equipment and Systems instruction periods. Refer to Section 01 79 00.
   2. Additional data as directed by County.

B. Copies of required manuals are to be available during instruction of County's personnel.

END OF SECTION

SECTION 017836 - WARRANTIES AND GUARANTEES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Written guarantees for products and installations indicated.

B. Requirements Included:

1. Contractor's guarantee (See General Conditions).
2. Guarantees provided for products, installations, systems etc., and time specified in Divisions 02-49.
3. Manufacturers' guarantees for products where manufacturers' standard guarantees expire before expiration date required by Contract Documents, guarantee extensions are to be obtained and paid for at no additional cost to County.
4. All guarantees provided prior to final acceptance with request for Final Payment.
5. All guarantees bound together indexed and identified by specification section and equipment identification used in operating and maintenance data.
6. All special warranties, extended warranties, and guarantees required by this Project shall be obtained at no additional cost to the County.

1.2 RELATED SECTIONS

A. Section 00 72 00 – Article 1.25 Final Completion

1.3 SUBMITTALS

A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form and contain full information.

D. Co-execute submittals when required.

1.4 PRODUCT GUARANTEES WARRANTIES AND PRODUCT BONDS

A. Contractor shall guarantee the Work for a period of one year (unless otherwise noted in individual specification Sections) from and after the date of Substantial Completion, recordation of Notice of Cessation or, if neither is provided to the Contractor, upon actual cessation of the Work. If there is an area, system, or product not completed by the date of Substantial Completion or recordation of Notice of Cessation or, if neither is provided to the Contractor, upon actual cessation of the Work there will be a mutual agreement by the Contractor, Construction Manager and County as to when the warranty will commence for that specific item. Such guarantee/Warranty shall be made on the form provided at the end of this Section.

1. Such guarantee is in addition to, and not in lieu of, the County's rights to enforce the

Construction Agreement in all respects, and the County's rights on all other guarantees and warranties required by the Technical Specifications.

B. Obtain guarantees, warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work. Warranties exceeding one year are noted for particular materials and/or systems within other specification sections for this Project. Refer to individual specification sections for guarantees and warranties noted. Where extended warranties are provided by the supplier or manufacturer of any equipment used in this Project, then the guarantee for such materials shall be extended for such term.

C. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.

D. Verify documents are in proper form, contain full information, and are notarized.

E. Co-execute submittals when required.

F. Include Table of Contents and assemble in two D size ring binder with durable plastic cover.

G. Submit prior to final Application for Payment.

H. Time of Submittals:
   1. For equipment or component parts of equipment put into service during construction with County's permission, submit documents within ten days after acceptance.
   2. Make other submittals within ten days after Date of Final Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Final Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

I. Guarantees not Waiver:
   1. By accepting the guarantees required by the Contract Documents, the County shall not be deemed to have waived any warranty or buyer protection implied, required and/or provided by the law of the State of California, nor to have altered any applicable statute of limitations regarding enforcement of any right of the County created by the Construction Agreement or otherwise. These guarantees and warranties are in addition to, and not in lieu of, such rights.
      a. No “disclaimer” or limitation of any such right shall be valid unless properly executed by the County.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

CONTRACTOR GUARANTEE

The Contractor hereby unconditionally guarantees that the Work performed pursuant to the Construction Agreement for the Mendocino County SB 844 Jail Project, has been fully performed and completed in accordance with the requirements of the Construction Agreement therefor and further guarantees the Work of the Construction Agreement to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of Acceptance. The Contractor hereby agrees to repair or replace any and all portions of the Work, together with any adjacent improvements which may have been damaged or displaced in so doing, that is not in accordance with the requirements of the Contract Documents or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the County, ordinary wear and tear excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the County of any Work not in accordance with the requirements of the Construction Agreement or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a reasonable period of time. In the event the Contractor fails to so comply within sixty (60) days, it hereby authorizes the County to proceed to have such Work done at the Contractor's expense and they will pay the cost thereof upon demand. The County shall be entitled to all costs, including reasonable attorney fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees or property of the County, the County may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of the Contract Documents or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

This guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the County’s rights to enforce all terms of the Construction Agreement referenced herein above or the time for enforcement hereof. This guarantee is provided in addition to, and not in lieu of, the County's rights on such Agreement. This Guarantee is in addition to, and not in lieu of, the County's rights on all other guarantees and warranties required by the Contract Documents.

SIGNED_____

COUNTERSIGNED _____

DATE OF ACCEPTANCE:

_____ _____

(month, day, year) TO (month, day, year)

SUBCONTRACTOR GUARANTEE

GUARANTY-WARRANTY FOR (trade section or item of equipment) I/We hereby warrant, and the General Contractor guarantees that the (trade section or item or equipment) which I/we have installed in the Mendocino County SB844 Jail Project has been fully performed and completed in accordance with the requirements of the Construction Agreement and further guarantees the Work of the Construction Agreement to be and remain free of defects in workmanship and materials for a period of [one (1) year / insert warranty period (1 year minimum)] from the date of Substantial Completion. The Contractor hereby agrees to repair or replace any and all of the Work, together with any adjacent Work which may have been damaged or displaced in so doing, that is not in accordance with the requirements of the Contract Documents or that may be defective in its workmanship or material within the guarantee period specified, without any expense to the County, ordinary wear and tear excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor agrees that within ten (10) calendar days after being notified in writing by the County of any Work not in accordance with the requirements of the Construction Agreement or any defects in the Work, they will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a reasonable period of time. In the event the Contractor fails to comply within sixty (60) days, they do hereby authorize the County to proceed to have such Work done at the Contractor's expense and they will pay the cost thereof upon demand. The County shall be entitled to all costs, including reasonable attorney fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the preceding paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees or property of the County, the County may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition caused by the Work of the Contractor not being in accordance with the requirements of the Contract Documents or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

This guarantee is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the County’s rights to enforce all terms of the Construction Agreement or the time for enforcement of the guarantee. This guarantee is provided in addition to, and not in lieu of, the County's rights stated in the Construction Agreement. This Guarantee is in addition to, and not in lieu of, the County's rights on all other guarantees and warranties required by the Contract Documents.

SIGNED _____

COUNTERSIGNED _____

DATE OF ACCEPTANCE:

_____ _____

(month, day, year) TO (month, day, year)

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Provision of Project Record Documents as specified, in accordance with the provisions of Contract Documents.

1. Coordination with Work of all other trades.

B. Requirements Included:

1. Maintain on Site, one set of the following record documents; record actual revisions to the Work:
   a. Contract Drawings; all divisions and trades;
   b. Project Manual/Specifications;
   c. Addenda;
   d. Shop Drawings;
   e. Change Orders;
   f. Modifications to the Contract;
   g. Reviewed and accepted Shop Drawings;
   h. Field test records.
2. Field documents: Complete set of all documents required for construction.
   a. Used for construction of Project.
   b. Contract Drawings in form of prints.
3. Periodic Update Documents: Complete separate set of all documents required for construction.
   a. Not used for construction of Project.
   b. Contract Drawings in form of clean prints.
4. Project Record Documents: Complete set of all documents required for construction.
   a. Not used for construction of Project.
   b. Contract Drawings in form of correctable Electronic Media.

1.2 RELATED SECTIONS

A. Section 01 32 23 - Field Engineering.

B. Section 01 33 00 – Submittal Procedures.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Project record documents: To Contract Administrator with letter of transmittal.

C. Copy of letter of transmittal.

D. The Contractor is required to review bid documents for any additional requirements.

1.4 SCHEDULING

A. Record documents are to be updated as needed to keep current.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 POSTING PRIOR TO CONSTRUCTION

A. After Award of Contract, but prior to issuance of Notice to Proceed, Contractor shall obtain Contract Drawings and Specifications that will be used for Field Documents and Periodic Update Documents.

B. Obtain copies of all Addenda and post above documents.

3.2 MAINTENANCE OF FIELD DOCUMENTS

A. Contractor shall maintain minimum of one copy of field documents at Project Site. Each document shall be labeled "FIELD" and be used for construction of project. Documents shall be available at all times for review by Construction Manager, Contract Administrator and authorities having jurisdiction. Contract Drawings shall be maintained in orderly and organized arrangement and in clean, dry, legible condition.

3.3 POSTING AND UPDATING OF PERIODIC UPDATE DOCUMENTS

A. Periodic updated documents shall be posted and updated on weekly basis.

B. Contract Drawings shall be marked legibly to record actual construction including but not limited to:

1. Depths of various elements of vertical control in relation to final grading activities.
2. Field changes of dimension and detail.
3. Changes made by Change Order or Field Directive.

C. Project Manual/Specifications shall have typed on each section to record all changes including, but not limited to:

1. Addenda
2. Changes made by field order, Field Directive, or Change Order.
3. Changes made by modifications to Contract. Added sections shall be bound into Project Manuals/Specifications.

3.4 PRODUCTION OF PROJECT RECORD DRAWINGS

A. At Substantial Completion, Contractor shall obtain and assemble complete set of each Contract Drawing and shall:
   1. Label each document, "Project Record".
   2. Produce final electronic version of all Record Drawings and Specifications in format acceptable to County.
   3. Record location of all underground installations with horizontal and vertical dimensions taken from a known visible reference point, such as building corners, etc.

B. The Project Record Documents shall be revised and corrected as instructed by the Construction Manager to accurately reflect the "as-built" conditions of the project.

C. Record documents shall be certified by Contractor as complete and accurate.

3.5 PROJECT CLOSEOUT

A. With request for Final Payment, after punch list work completed, Project Record Documents shall be delivered to Contract Administrator with letter of transmittal containing:
   1. Date.
   2. Project Title.
   3. Contractor's name and address.
   4. Title and number of each Project Record Document.
   5. Certification that Project Record Documents submitted are complete and accurate.

B. The Project Record Documents shall be revised and corrected as instructed by the Project Manager to accurately reflect the "as-built" condition of the Project. In the event that these documents are deemed not current, a portion of the monies due Contractor will be withheld from Final Payment until the Project Record Documents are brought up to current status, to the satisfaction of the County.

END OF SECTION

SECTION 017843 - SPARE PARTS AND MAINTENANCE MATERIALS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. All spare parts and maintenance materials as indicated, in accordance with provisions of Contract Documents.

B. Requirements Included:

1. Coordination of work of all other trades.
2. Deliver and storage as specified.
3. Items required by Divisions 02-49.

1.2 SUBMITTALS

A. Spare parts.

B. Maintenance materials.

C. Extra materials.

D. Additional requirements specified in bid documents.

E. Attic Stock Log.

PART 2 PRODUCTS

2.1 SPARE PARTS, KEYS AND TOOLS

A. Furnish spare parts in quantities specified in individual specification sections. Deliver to Project Site and place in location as directed by County. Obtain receipt of delivery prior to Final Payment.

B. Spare parts, keys and tools shall be packaged in clearly identifiable boxes with the following information:

1. Manufacturer's name, part name, and stock number.
2. What piece of equipment part, key or tool is for.
3. Name, address and phone number of closest supplier.

C. Attic Stock: Provide attic stock in quantities listed in individual Specification Sections.

1. Contractor shall prepare an Attic Stock Log to track items in Technical Specification Sections where attic stock is required.

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 017900 - COUNTY INSTRUCTION FOR EQUIPMENT AND SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. General

1. All labor, materials, tools, and equipment, and services for all equipment demonstration and County personnel instruction as indicated, in accordance with provision of Contract Documents.
2. Coordination with work of all other trades.
3. Although such work is not specifically indicated, all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure and complete installation.
4. Instruction for all equipment and systems for which operating and maintenance data is required. See individual sections.

1.2 RELATED SECTIONS

A. Section 01 33 00 – Submittal Procedures.

1.3 QUALITY ASSURANCE

A. Member(s) of installers' staffs and authorized representative(s) of component, assembly, or system manufacturer(s). See individual sections for additional requirements.

1.4 SUBMITTALS

A. Contractor shall submit separate report for each system or type of equipment, subject to Contract Administrator's approval.

1. Report, in form acceptable to County, with preliminary information indicated, shall be submitted to the Project Manager for review by County at least two weeks prior to first instruction period.
2. One copy of completed report shall be submitted each to Contract Administrator, Construction Manager, Project Manager, and Project Architect.

B. Contractor is required to review bid documents for any additional requirements.

1.5 JOB CONDITIONS

A. All instructions are to be completed prior to completion.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 PREPARATION

A. Instructions are not to begin until the component, assembly or system has been tested as specified and is in satisfactory operating condition.

B. Instructional aids are to be assembled and operating and maintenance data available for use during instructions. Refer to Section 01 78 23.

3.2 INSTRUCTION

A. Contractor shall:

1. Provide instruction log in format acceptable to County. Instruct County personnel in operation and maintenance of equipment and systems, including all necessary instruction to satisfaction of County.
2. Explain use of operating and maintenance manuals.
3. Tour building areas involved and identify:
   a. Maintenance points and access.
   b. Control locations and equipment.
4. Explain operating sequences:
   a. Identify location and show operation of switches, valves, etc., used to start, stop and adjust systems.
   b. Explain use of flow diagrams, operating sequence diagrams, etc.
   c. Demonstrate operation through complete cycle(s) and full range of operation in all modes, including testing and adjusting relevant to operation.
5. Explain use of control equipment, including temperature setting, switch mode, available adjustments, reading of gauges, and functions that must be serviced only by authorized factory representatives.
6. Explain trouble-shooting procedures:
   a. Demonstrate commonly occurring problems.
   b. Note procedures that must be performed by factory personnel.
7. Explain maintenance procedures and requirements:
   a. Point out items requiring periodic maintenance.
   b. Demonstrate typical preventative maintenance procedures and recommend typical maintenance intervals.
   c. Demonstrate other commonly occurring maintenance procedures not part of preventative maintenance program.
   d. Identify maintenance materials to be used.
8. Furnish all tools required.

END OF SECTION

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes general requirements that apply to implementation of commissioning without regard to systems, subsystems, and equipment being commissioned.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.03 SYSTEMS TO BE COMMISSIONED

A. This specification section is applicable to the following systems and equipment to be commissioned for this project:
   1. HVAC Systems & Related Controls
   2. Domestic Hot Water Systems
   3. Lighting Controls
   4. Irrigation Controls

1.04 DEFINITIONS

A. Basis of Design (BOD) document: Prepared by each discipline of the Design Team. A document that records concepts, calculations, decisions, and product selections used to meet the Owner's Project Requirements (OPR) and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

B. Commissioning Authority (CxA): An independent agent hired directly by the Owner and not otherwise associated with the Design Professionals or the General Contractor. The CxA is the authority on commissioning results and other commissioning program elements completion and assists the General Contractor with coordinating commissioning activities and witnesses the activities on behalf of the Owner.

C. Commissioning Coordinator (CxC): Individual with the GC firm who plans, schedules, directs and coordinates all the trade subcontractor's commissioning activities, and serves as the CxA's single point of contact for all administrative, documentations and coordination functions.

D. Owner's Project Requirements (OPR): A written document, prepared by Owner's Representative, which details the functional requirements of Project and expectations of how it will be used and operated. This document includes Project and design goals, measurable performance criteria, budgets, schedules, success criteria, and supporting information.

E. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.

F. TAB: Testing, Adjusting, and Balancing work on the mechanical and plumbing systems to ensure design flow, pressure and temperature conditions are met. Performed by the TAB trade subcontractor.

G. Members Appointed by Contractor: Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.

H. System Verification Checklists (SVC): These are various checks and tests performed on a piece of equipment or system before, during or after the initial startup and operation, but prior to the FPT phase. They are performed to confirm the system equipment and individual components are working properly and meeting applicable performance requirements and specifications. The contractor shall execute SVCs for 100% of commissioned equipment in the project scope. The SVC forms must be completed and signed by the contractor prior to FPT.

I. Members Appointed by the Owner:

1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract.
2. Representatives of the Facility: User, operation, and maintenance personnel.
3. Architect and engineering design professionals.

1.05 CONTRACTOR'S RESPONSIBILITIES

A. Provide utility services required for the commissioning process.

B. Contractor is responsible for construction means, methods, job safety, and management function related to commissioning on the job site.

C. Contractor shall assign representatives with expertise and authority to act on behalf of the Contractor and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:

1. Participate in construction-phase coordination meetings.

2. Participate in maintenance orientation and inspection.
3. Provide operation and maintenance training as indicated in technical sections.
4. Participate in final review at acceptance meeting.
5. Complete a Certificate of Readiness prior to requesting CxA witness of functional testing.
6. Test and demonstrate operation of all commissioned equipment and systems.
7. Certify that work is complete and systems are operational according to the Contract Documents, including calibration of instrumentation and controls.
8. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
9. Review and comment on final commissioning documentation.

D. Contractor shall integrate all commissioning activities into Contractor's master construction schedule.

E. Subcontractors shall assign representatives with expertise and authority to act on behalf of subcontractors and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:

1. Participate in construction-phase coordination meetings.
2. Participate in maintenance orientation and inspection.
3. Participate in procedures meeting for testing.
4. Participate in final review at acceptance meeting.
5. Provide schedule for operation and maintenance data submittals, equipment startup, and testing to CxA for incorporation into the commissioning plan. Update schedule on a weekly basis throughout the construction period.
6. Provide information to the CxA for developing construction-phase commissioning plan.
7. Provide training sessions for Owner's operation and maintenance personnel.
8. Provide updated Project Record Documents to the CxA.
9. Gather and submit operation and maintenance data for systems, subsystems, and equipment to the CxA, as specified in Division 01 Section 01 78 23 "Operation and Maintenance Data."
10. Provide technicians who are familiar with the construction and operation of installed systems and who shall assist with the development of specific test procedures as requested by the CxA and participate in testing of installed systems, subsystems, and equipment.
11. Demonstrate and functionally test commissioned equipment and systems in the presence of the CxA.

F. Provide a project Commissioning Coordinator (CxC) as described and defined in the Commissioning Plan.

1.06 CxA's RESPONSIBILITIES

A. Organize and lead the commissioning team.

B. Conduct a commissioning design review of the OPR, BOD, and design documents prior to mid-construction documents phase and back-check the review comments in the subsequent design submissions.

C. Prepare a construction-phase commissioning plan. Collaborate with design team, Owner Representative, Contractor and with subcontractors to develop test and inspection procedures. Include design changes and scheduled commissioning activities coordinated with overall Project schedule. Identify commissioning team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task.

D. Work with the Owner's Representative to schedule commissioning activities. The Contractor shall integrate all commissioning activities into the master construction schedule. All parties will address scheduling issues in a timely manner in order to expedite the commissioning process.

E. Review and comment on submittals from Contractor for compliance with the OPR, BOD, Contract Documents, and construction-phase commissioning plan for development of functional test scripts. Review and comment on performance expectations of systems and equipment and interfaces between systems relating to the OPR and BOD.

F. Convene commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. Responsibilities include arranging for facilities, preparing agenda and attendance lists, and notifying participants. The CxA shall prepare and distribute minutes to commissioning team members and attendees within five (5) workdays of the commissioning meeting.

G. At the beginning of the construction phase, conduct an initial construction-phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for operation and maintenance submittals; operation and maintenance training sessions; TAB Work; and Project completion.

H. Observe and inspect construction and report progress and deficiencies. In addition to compliance with the OPR, BOD, and Contract Documents, inspect systems and equipment installation for adequate accessibility for maintenance and component replacement or repair.

I. Prepare Project-specific test and inspection procedures and checklists.

J. Witness and document tests, inspections, and systems startup. (As needed)

K. Compile test data, inspection reports, and certificates and include them in the systems manual and commissioning report.

L. Review Project Record Documents for accuracy. Request revisions from Contractor to achieve accuracy. Project Record Documents requirements are specified in Section 01 77 00 "Contract Closeout."

M. Review and comment on operation and maintenance documentation and systems manual outline for compliance with the OPR, BOD, and Contract Documents. Operation and maintenance documentation requirements are specified in Section 01 77 00 "Contract Closeout."

N. Review Contractor's operation and maintenance training program. Operation and maintenance training is specified in Section 01 77 00 "Contract Closeout."

O. Prepare commissioning reports.

P. Assemble the final commissioning documentation, including the commissioning report and Project Record Documents.

1.07 LEED EQUIVALENT

A. EAp1 Fundamental Commissioning
1. Designate an individual as the as the commissioning authority (CxA) to lead, review and oversee the completion of the commissioning process activities.
   a. The CxA must have documented commissioning authority experience in at least 2 building projects.
   b. The individual serving as the CxA must be independent of the project's design and construction management, though the CxA may be an employee of any firms providing those services. The CxA may be a qualified employee or consultant of the owner.
   c. The CxA shall report results, findings and recommendations directly to the owner.
   d. For projects smaller than 50,000 gross square feet, the CxA may be a qualified person on the design or construction teams who has the required experience.
2. The owner shall document the owner's project requirements. The design team shall develop the basis of design. The CxA must review these documents for clarity and completeness. The owner and design team shall be responsible for updates to their respective documents.
3. Develop and incorporate commissioning requirements into the construction documents.
4. Develop and implement a commissioning plan.
5. Verify the installation and performance of the systems to be commissioned.
6. Complete a summary commissioning report.

1.08 COMMISSIONING DOCUMENTATION

A. Index of Commissioning Documents: CxA shall prepare an index to include storage location of each document.

B. Commissioning Plan: An evolving document, prepared by CxA, that outlines the schedule, allocation of resources, and documentation requirements of the commissioning process, and shall include, but is not limited to the following:

1. Plan for delivery and review of submittals, systems manuals, and other documents and reports. Identification of the relationship of these documents to other functions and a detailed description of submittals that are required to support the commissioning processes. Submittal dates shall include the latest date approved submittals must be received without adversely affecting commissioning plan.
2. Description of the organization, layout, and content of commissioning documentation (including systems manual) and a detailed description of documents to be provided along with identification of responsible parties.
3. Identification of systems and equipment to be commissioned.
4. Description of testing procedures along with identification of parties involved in performing and verifying tests.
5. Description of responsibilities of commissioning team members.
6. Description of observations to be made.
7. Description of expected performance for systems, subsystems, equipment, and controls.
8. Schedule for commissioning activities with specific dates coordinated with overall construction schedule.
9. Identification of installed systems, subsystems, and equipment, including design changes that occurred during the construction phase.
10. Procedures for testing systems, subsystems, and equipment with descriptions for methods of verifying relevant data, recording the results obtained, and listing parties involved in performing and verifying tests.

C. System Verification Checklists: CxA shall develop System Verification Checklists for all equipment to be commissioned. Contractor and subcontractors shall complete System Verification Checklists for all commissioned systems and equipment and submit them at equipment start-up.

D. Functional Performance Testing: CxA shall develop functional performance test procedures for all equipment and systems to be commissioned. Contractor and subcontractors shall perform the functional tests which will be witnessed by the CxA.

E. Certificate of Readiness: A Certificate of Readiness shall be prepared and signed by Contractor, Subcontractor(s), and Installer(s) certifying that systems, subsystems, equipment, and associated controls are ready for testing. Completed test checklists signed by the responsible parties shall accompany this certificate.

F. Test and Inspection Reports: Contractor and sub-contractors shall record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application shall be included with data. CxA shall compile test and inspection reports and test and inspection certificates and include them in systems manual and commissioning report.

G. Corrective Action Documents: CxA shall document corrective action taken for systems and equipment that fail tests. Include required modifications to systems and equipment and revisions to test procedures, if any. Contractor shall retest systems and equipment requiring corrective action and CxA shall document retest results.

H. Issues Log: CxA shall prepare and maintain an issues log that describes design, installation, and performance issues that are at variance with the OPR, BOD, and Contract Documents. Identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.

1. Creating an Issues Log Entry:

a. Identify the issue with unique numeric or alphanumeric identifier by which the issue may be tracked.
b. Assign a descriptive title of the issue.
c. Identify date and time of the issue.
d. Identify test number of test being performed at the time of the observation, if applicable, for cross-reference.
e. Identify system, subsystem, and equipment to which the issue applies.
f. Identify location of system, subsystem, and equipment.
g. Include information that may be helpful in diagnosing or evaluating the issue.
h. Note recommended corrective action.
i. Identify commissioning team member responsible for corrective action.
j. Identify expected date of correction.
k. Identify person documenting the issue.

2. Documenting Issue Resolution:

a. Log date correction is completed or the issue is resolved.
b. Describe corrective action or resolution taken. Include description of diagnostic steps taken to determine root cause of the issue, if any.
c. Identify changes to the OPR, BOD, or Contract Documents that may require action.
d. State that correction was completed and system, subsystem, and equipment is ready for retest, if applicable.
e. Identify person(s) who corrected or resolved the issue.
f. Identify person(s) documenting the issue resolution.

I. Commissioning Report: CxA shall document results of the commissioning process including unresolved issues and performance of systems, subsystems, and equipment. The commissioning report shall indicate whether systems, subsystems, and equipment have been completed and are performing according to the OPR, BOD, and Contract Documents. The commissioning report shall include, but is not limited to, the following:

1. Lists and explanations of substitutions; compromises; variances in the OPR, BOD, and Contract Documents; record of conditions; and, if appropriate, recommendations for resolution. This report shall be used to evaluate systems, subsystems, and equipment and shall serve as a future reference document during

occupancy and operation. It shall describe components and performance that exceed requirements of the OPR, BOD, and Contract Documents and those that do not meet requirements of the OPR, BOD, and Contract Documents. It may also include a recommendation for accepting or rejecting systems, subsystems, and equipment.

2. OPR and BOD documentation.
3. Commissioning plan.
4. Testing plans and reports.
5. Corrective modification documentation.
6. Issues log.
7. Completed test checklists.
8. Listing of off-season test(s) not performed and a schedule for their completion.

J. Systems Manual: CxA shall gather required information and compile systems manual. Systems manual shall include, but is not limited to, the following:

1. OPR and BOD, including system narratives, schematics, and changes made throughout the Project.
2. Project Record Documents as specified in Section 01 77 00 "Contract Closeout."
3. Final commissioning plan.
4. Commissioning report.
5. Operation and maintenance data as specified in Section 01 77 00 "Contract Closeout."

1.09 SUBMITTALS

A. Commissioning Plan Pre-final Submittal: CxA shall submit three (3) soft copies of pre-final commissioning plan. Deliver one copy to Contractor, one to Owner, and one to Architect. Present submittal in sufficient detail to evaluate data collection and arrangement process. One copy, with review comments, will be returned to the CxA for preparation of the final construction-phase commissioning plan.

B. Commissioning Plan Final Submittal: CxA shall submit electronic copies of electronically formatted information of final commissioning plan to the Owner Representative. The final submittal must address previous review comments. The final submittal shall include a copy of the pre-final submittal review comments along with a response to each item.

C. Test Checklists and Report Forms: CxA shall submit sample checklists and forms to Contractor quality-control manager and subcontractors for review and comment. Submit three (3) copies of each checklist and report form.

D. Certificates of Readiness: Contractor shall submit Certificates of Readiness.

E. Test and Inspection Reports: Contractor shall submit test and inspection reports.

F. Corrective Action Documents: CxA shall submit corrective action documents.

G. Pre-final Commissioning Report Submittal: CxA shall submit soft copies of the pre-final commissioning report to the Owner Representative. Include a copy of the preliminary submittal review comments along with CxA's response to each item. One copy, with review comments, will be returned to the CxA for preparation of final submittal.

H. Final Commissioning Report Submittal: CxA shall submit soft copies of electronically formatted information of the final commissioning report. The final submittal must address previous review comments and shall include a copy of the pre-final submittal review comments along with a response to each item.

1.10 QUALITY ASSURANCE

A. Instructor Qualifications: Factory-authorized service representatives experienced in training, operation, and maintenance procedures for installed systems, subsystems, and equipment.

B. Test Equipment Calibration: Comply with test equipment manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately whenever instruments have been repaired following damage or dropping. Affix calibration tags to test instruments. Instruments shall have been calibrated within six months prior to use.

1.11 COORDINATION

A. Coordinating Meetings: CxA shall conduct coordination meetings of the commissioning team to review progress on the commissioning plan, to discuss scheduling conflicts, and to discuss upcoming commissioning process activities.

B. Pretesting Meetings: CxA shall conduct pretest meetings of the commissioning team to review startup reports, pretest inspection results, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested.

C. Testing Coordination: CxA shall coordinate sequence of testing activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

D. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 START-UP, SYSTEM VERIFICATION CHECKLISTS AND INITIAL CHECKOUT

A. The following procedures apply to all equipment to be commissioned.

B. System Verification Checklists are developed and completed for all major equipment and systems being commissioned. The checklist captures equipment nameplate and characteristics data, confirming the as-built status of the equipment or system. These checklists also ensure that the systems are complete and operational, so that the functional performance testing can be scheduled. The checklists are created by the CxA and completed (filled out) by the installing Contractor for 100% of commissioned systems and equipment.

C. Start-up and Initial Checkout Plan. The CxA shall assist the commissioning team members responsible for startup of any equipment in developing detailed start-up plans for all equipment. The primary role of the CxA in this process is to ensure that there is written documentation that each of the manufacturer-recommended procedures have been completed.

D. Sensor Calibration. Calibration of all sensors shall be included as part of the System Verification Checklists performed by the Contractors.

E. Execution of System Verification Checklists and Startup.

1. Sub-contractors and vendors schedule startup and checkout with the Owner Representative, Contractor, and CxA.
2. The CxA shall observe, at minimum, the procedures for each piece of primary equipment, unless there are repetitive multiple units, (in which case a sampling strategy may be used as approved by the Owner Representative).
3. For lower-level components of equipment in non-sensitive areas of the Project, (e.g., VAV boxes, reheat coils), the CxA shall observe a sampling of the pre-functional and start-up procedures.
4. The Contractor and vendors shall execute startup and provide the CxA with a signed and dated copy of the completed start-up and System Verification Checklists.
5. Only individuals that have direct knowledge and witnessed that a line item task on the pre-functional checklist was actually performed shall initial or check that item off.

F. Deficiencies, Non-Conformance and Approval in Checklists and Startup.

1. The Contractor shall clearly list any outstanding items of the initial start-up and pre-functional procedures that were not completed successfully, at the bottom of the

procedures form or on an attached sheet. The procedures form and any outstanding deficiencies are provided to the CxA within two days of test completion.

2. The CxA reviews the report and recommends approval to the Owner Representative. The CxA shall work with the Contractor and vendors to verify the corrective actions or retests are completed. The CxA will involve the Owner Representative and others as necessary.

3.02 FUNCTIONAL PERFORMANCE TESTING

A. Objectives and Scope. The objective of functional performance testing is to demonstrate that each system is operating according to the documented design intent and Contract Documents. In general, each system should be operated through all modes of operation (seasonal, occupied, unoccupied, warm-up, cool-down, part- and full-load) where there is a specified system response. Verifying each sequence in the sequences of operation is required. Proper responses to such modes and conditions as power failure, freeze condition, low oil pressure, no flow, equipment failure, etc. shall also be tested.

B. Development of Test Procedures. Before test procedures are written, the CxA shall obtain all requested documentation and a current list of change orders affecting equipment or systems, including an updated points list, program code, control sequences and parameters. The CxA shall develop specific test procedures and forms to verify and document proper operation of each piece of equipment and system. Prior to execution, the CxA shall provide a copy of the test procedures to the Contractor who shall review the tests for feasibility, safety, equipment and warranty protection. The CxA shall review contracted or factory testing which the CxA is not responsible to oversee and shall determine what further testing may be required to comply with the Contract Documents. Redundancy of testing shall be minimized.

C. The test procedure forms developed by the CxA shall include the following information:

1. System and equipment or component name(s).
2. Equipment location and ID number.
3. Date.
4. Project name and Project Number.
5. Participating parties.
6. Reference to the specification section describing the test requirements.
7. A copy of the specific sequence of operations.
8. Instructions for setting up the test.
9. Special cautions, alarm limits, etc.
10. Specific step-by-step procedures to execute the test.
11. Acceptance criteria of proper performance with a Yes / No check box.
12. A section for comments.
13. Signatures and date block for the CxA.

D. Test Methods:

1. Functional performance testing and verification may be achieved by manual testing (persons manipulate the equipment and observe performance) or by monitoring the performance and analyzing the results using the control system's trend log capabilities or by stand-alone data loggers. The CxA will determine which method is most appropriate.
2. Setup. Each function and test shall be performed under conditions that simulate actual conditions as close as is practically possible. The Contractor executing the test shall provide all necessary materials, system modifications, etc. to produce the necessary flows, pressures, temperatures, etc. necessary to execute the test according to the specified conditions. At completion of the test, the Contractor shall return all affected building equipment and systems, due to these temporary modifications, to their pre-test condition.
3. Sampling. Multiple identical pieces of non-life-safety or non-critical equipment may be functionally tested using a sampling strategy. The sampling strategy will be developed by the CxA and approved by the Owner's Representative. If, after three attempts at testing the specified sample percentage, failures are still present, then all remaining units are tested at the Contractor's expense.

E. Coordination and Scheduling. The Contractor shall provide sufficient notice to the CxA regarding their completion schedule for the System Verification Checklists and startup of all equipment and systems. The CxA will schedule functional tests through the Owner's Representative and Contractor. The CxA shall direct, witness and document the functional testing of all equipment and systems. The Contractor shall execute the tests.

F. Problem Solving. The CxA will recommend solutions to problems found; however, the burden of responsibility to solve, correct, and retest problems lie with the Contractor and their subcontractors.

3.03 OPERATION AND MAINTENANCE TRAINING REQUIREMENTS

A. Training Preparation Conference: Before operation and maintenance training, CxA shall convene a training preparation conference to include Owner's operation and maintenance personnel, Contractor, and subcontractors. In addition to requirements specified in Section 01 77 00 "Contract Closeout," perform the following:

1. Review the OPR and BOD.
2. Review installed systems, subsystems, and equipment.
3. Review instructor qualifications.
4. Review instructional methods and procedures.
5. Review training module outlines and contents.
6. Review course materials (including operation and maintenance manuals).
7. Inspect and discuss locations and other facilities required for instruction.
8. Review and finalize training schedule and verify availability of educational materials, instructors, audiovisual equipment, and facilities needed to avoid delays.

9. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

B. Training Modules: Contractor shall develop an instructional program that includes individual training modules for each system, subsystem, and equipment as specified in Section 01 77 00 "Contract Closeout."

3.04 COSTS OF RE-TESTING

1. The cost (labor and expenses) of the CxA for the Sub to retest a system verification or functional test, if they are responsible for the deficiency, shall be theirs. If they are not responsible, any cost recovery for retesting costs shall be negotiated with the GC.

2. For a deficiency identified, not related to any construction verification checklist or startup fault, the following shall apply: The CxA and GC will direct the retesting of the equipment once at no “charge” to the GC for their time. However, the CxA’s cost (labor and expenses) for a second retest will be charged to the GC, who may choose to recover costs from the responsible Sub.

3. The cost (labor and expenses) for the CxA and GC to direct any retesting required because a specific construction verification checklist or startup test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be back charged to the GC, who may choose to recover costs from the party responsible for executing the faulty system verification test.

4. All back charged cost will be distributed and handled through the Owner of the CxA contract to the GC. Direct billing from the CxA to Contractor is not expected or allowed.

END OF SECTION 01 91 13