

CONTRACT DOCUMENTS
FOR
JOB ORDER CONTRACT
JOC13



May 2013

GENERAL SERVICES AGENCY
COUNTY OF SAN LUIS OBISPO



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00010 – Invitation to Bidders



00010 INVITATION TO BIDDERS

1. PROJECT IDENTIFICATION

Notice is hereby given that sealed bids will be received by the County Clerk of the County of San Luis Obispo, California, in their new offices in the **New County Government Center at 1055 Monterey Street, Suite D120 (1st Floor), San Luis Obispo, CA 93408**, until **3:00 p.m. on Thursday, June 13, 2013** for **Job Order Contract (JOC13)** for work to be performed at Countywide facilities, with Contract Documents for said work on file in the office of the Clerk of the Board of Supervisors. **Please note that metered parking is extremely limited.**

2. DESCRIPTION OF THE WORK

A Job Order Contract (JOC) is a competitively bid, firm-fixed-price indefinite-quantity contract. It includes a collection of detailed repair and remodel tasks and specifications that have established unit prices. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, etc., of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Job Order against the Contract.

The Contractor, under the JOC Contract, furnishes management, labor, materials, equipment and engineering support needed to perform the work.

The guaranteed minimum quantity of work that will be ordered under **JOC13**, will not be less than \$50,000. The County estimates the initial maximum dollar value of the Contract to be \$1,000,000 for the one-year contractual period. However, the law allows for the Contract amount to be increased up to \$4,464,000 within the one-year contractual period, upon mutual consent and provided additional bonds are provided. Therefore, the County reserves the right to increase the amount of the Contract allowable by law based on budgetary considerations and performance of the Contractor.

The JOC Contract includes a Construction Task Catalog (CTC). This CTC is based on the use of experienced labor and high quality materials. All of the unit prices incorporate prevailing local wage and materials cost data. The CTC is work segment based. The CTC also incorporates local activity, climate and geographic features.

Bidders will offer four (4) pricing adjustment factors. Two (2) factors for Projects less than \$25,000 and two (2) factors for Projects \$25,000 and greater - for both normal working hours and other than normal working hours (overtime) to be applied to the CTC unit price. These adjustment factors will be proposed separately. The CTC and the Contractor's adjustment factors will be incorporated in the awarded Contract.

3. EXAMINATION AND PROCUREMENT OF DOCUMENTS

Contract Documents may be obtained from the General Services Agency, 1087 Santa Rosa Street, San Luis Obispo, California 93408, for the purchase price of **Seventy-five Dollars (\$75.00)** per set, said purchase cost is not to be refunded. The Documents shall consist of two CD-ROMs. One CD-ROM containing the Invitation to Bidders, Instructions to Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Forms - Insurance and Guarantees, General Conditions, Supplemental Conditions, Storm Water Pollution Prevention, Appendix "A" and Appendix "B", and a second CD-ROM containing the Construction Task Catalog and Technical Specifications. Documents are also available for download free of charge at:

http://www.slocounty.ca.gov/GSA/bf/arch/SLO_County_bids_and_proposals/bids_and_proposals.htm



4. **PRE-BID CONFERENCE**

All bidders are **STRONGLY ENCOURAGED** to register and attend a non-mandatory Pre-Bid Conference at the New County Government Center at 1055 Monterey Street, Room D161 (1st Floor), San Luis Obispo, at 9:00 A.M. local time, Wednesday, May 29, 2013 for the purpose of discussing the JOC concept, discussing JOC from the Contractors' perspective, and answering questions from potential bidders.

5. **BID OPENING**

5.1 All bids must be addressed to the **Chairman of the Board of Supervisors, County of San Luis Obispo**, and delivered to the **County Clerk, New Government Center, 1055 Monterey Street Suite D120 (1st Floor), San Luis Obispo, CA 93408**, and shall bear the **Project Title, Project Number and Name of the Bidder**.

5.2 Said bids shall be opened and read aloud by the County Clerk, on June 13, 2013, at 3:15 PM at a public meeting.

5.3 The Bidder must satisfy themselves by personal examination of the location of the proposed Work and by such other means as they prefer as to the actual conditions and requirements of the Work, and shall not at any time after submission of the bid dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of Work to be done. It is the sole responsibility of the bidder to see that bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

6. **CERTIFICATION OF BIDS (BID BOND)**

Pursuant to Public Contract Code, Section 20129, each Bid must be accompanied by Cash, Certified or Cashier's Check made payable to the County of San Luis Obispo, or a Bidder's Bond from a company **ADMITTED** to transact business in the State of California maintaining an **A.M Best rating of "A-, FSC VII"** or better in the sum of **Twenty-Five Thousand Dollars (\$25,000)**. Said checks or bond shall constitute liquidated damages in the event the successful bidder fails to file satisfactory bonds as otherwise required by the Contract Documents, or fails or refuses to enter into a Contract within the specified time. If a bidder's bond is submitted, it must be in the form provided herein.

7. **GOVERNING LAWS AND REGULATIONS**

7.1 **Public Contract Code**

The bidding of this project is governed by the California State Public Contract Code. The State of California Public Contract Code makes provisions for the rejection of bids and sets forth alternate Contract procedures. If all bids are rejected, the County Board of Supervisors, after re-evaluating its project cost estimates, may, subject to the provisions of Section 22038 of the Public Contract Code; (1) abandon the project, (2) re-advertise for bids, (3) proceed with the project utilizing Owner personnel or force account. If no bids are received, the project may be performed by Owner employees by force account or by negotiated Contract.

In the event any action is taken by the Board of Supervisors pursuant to Section 22038 all bidders will be notified in writing. The Contract will be awarded to the lowest responsive and responsible bidder, subject to Owner's right to reject any or all bids and to waive any informality in the bids or in the bidding. If two or more bids are the same and the lowest, the Owner may accept the one it chooses or both.



7.2 Contractor's License

A Contractor is required to be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code Pursuant to Section 3300, of the Public Contract Code, the classification of the bidder's Contractor's License shall be "B". Failure of a bidder to obtain adequate licensing for an award of a Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's Bond.

7.3 Payment of General Prevailing Rate

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rates of wages and employer payments for health and welfare, vacations, pensions, and similar purposes applicable to the Work to be done. Not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the public Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime Work fixed as provided in Section 1771 of the Labor Code, shall be paid to all workers employed on public works, including employer payments as defined in Section 1773.1 of the Labor Code. The Prevailing wage rate determination is on file with the Clerk of the Board of Supervisors and is available for public inspection and is considered a part of this Specification. Note that any change in the applicable minimum hourly rates of wages during the contract period shall not affect the unit price to be paid by the Owner for work performed under the Contract.

7.4 Classification Not Covered by Prevailing Rate

Any laborer or mechanic employed to perform Work on the project under this Contract, which Work is not covered by any of the stipulated classifications, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to the Work to be performed by him and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event of any dispute on that question, the question and the information shall be referred for determination to the Board of Supervisors or to any official designated by the Board of Supervisors, whose decision on the question shall be conclusive on the parties to this Contract with the same effect as if the Work performed by such laborer or mechanic had been classified and the minimum rate specified herein.

7.5 Overtime, Sundays, and Holidays

Not less than one and one-half (1-1/2) times the basic hourly rate plus applicable employer payments. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the project.

7.6 Apprentices

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any sub-contractor under him.

BY ORDER OF THE BOARD OF SUPERVISORS of the County of San Luis Obispo, California, this 14th day of May, 2013.

Clerk of the Board of Supervisors

By: _____
Deputy Clerk



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00100 – Instructions to Bidders



00100 INSTRUCTIONS TO BIDDERS

1. JOB ORDER CONTRACT (JOC) - OVERVIEW

A Job Order Contract (JOC) is a competitively bid, firm-fixed-price indefinite-quantity contract. It includes a collection of detailed repair and remodel tasks and specifications that have established unit prices. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, etc., of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Job Order against the Contract.

The Contractor, under the JOC Contract, furnishes management, labor, materials, equipment and engineering support needed to perform the work.

The JOC Contract includes a Construction Task Catalog (CTC). This CTC is based on the use of experienced labor and high quality materials. All of the unit prices incorporate prevailing local wage and materials cost data. The CTC is work segment based. The CTC also incorporates local activity, climate and geographic features.

Bidders will offer four (4) pricing adjustment factors. Two (2) factors for Projects less than \$25,000 and two (2) factors for Projects \$25,000 and greater, for both normal working hours and other than normal working hours (overtime) to be applied to the CTC unit price. These adjustment factors will be proposed separately. The CTC and the Contractor's adjustment factors will be incorporated in the awarded Contract.

As Job Order Contract requirements are identified, a detailed Scope of Work will be developed and the Contractor will be issued a Request for Proposal. The Contractor will be required to review the Scope of Work and develop a Price Proposal using appropriate tasks, quantities and the applicable adjustment factor. The Contractor shall submit the Proposal to the Owner, which shall be reviewed in detail and if found to be reasonable and acceptable, a Job Order may be issued. The resulting price shall be a lump sum, firm fixed price for the completion of the Detailed Scope of Work.

The JOC concept also includes a provision for the establishment of prices for work requirements that are within the general scope of work but were not included in the CTC at the time of Contract award. These tasks are referred to as "non-prepriced items". Non-prepriced (NPP) items may require the establishment of specifications and drawings and may subsequently be incorporated into the CTC.

2. PRE-BID CONFERENCE

All bidders are STRONGLY ENCOURAGED to register and attend a non-mandatory Pre-Bid Conference at the New County Government Center at 1055 Monterey Street, Room D161 (1st Floor), San Luis Obispo, at 9:00 A.M. local time, Wednesday, May 29, 2013 for the purpose of discussing the JOC concept, discussing JOC from the Contractors' perspective, and answering questions from potential bidders.

3. CONTRACT VALUE AND PERFORMANCE PERIOD

3.1 The guaranteed minimum quantity of work that will be ordered under this Contract, and which will be initiated by one or more individual Job Orders, will not be less than \$50,000. The County estimates the initial maximum dollar value of the Contract to be \$1,000,000 for the one-year contractual period. However, the law allows for the Contract amount to be increased up to \$4,464,000 within the one-year contractual period, upon mutual consent and provided additional bonds are furnished. Therefore, County reserves the right to increase the amount of the Contract allowable by law based on budgetary considerations and performance of the Contractor.

3.2 This is a Contract for the repair or refurbishment of items specified in individual Job Orders, effective for the period of one year from the date of Contract award, or the point at which the maximum value of the Contract occurs, whichever is first. Work ordered prior to but not completed by the expiration of the Contract period will be completed with all provisions of this Contract still in force.



Instructions to Bidders

- 3.3 Performance time for each Job Order issued under this Contract will be determined in accordance with Article 2.6 Ordering Procedures of the General Conditions.
4. **BIDDERS REPRESENTATION**
- 4.1 **Bidders Interested In More Than One Bid:** No person, firm, or corporation shall be allowed to submit more than one Bid, nor be allowed to be affiliated with a person, firm or corporation in more than one Bid for the same Work. A person, firm or corporation, acting as a subcontractor or sub-proposer, however, may submit sub-proposals to more than one bidder.
5. **BID DOCUMENTS**
- 5.1 **Interpretation of Contract Documents:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from said drawings, he may submit to the Owner a written request for an interpretation or correction thereof not less than five (5) days prior to the date bids are to be opened. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, faxed or delivered to each document holder listed with the General Services Agency as receiving a set of such documents. Owner will not be responsible for any other explanation or interpretation of the Contract Documents.
6. **BIDDING PROCEDURES**
- 6.1 **Bid Submittal Documents:** In order to receive consideration, all bids shall be made in accordance with the following instructions:
- A. Bids shall be made upon the form provided therefor, properly executed and with all items filled out; numbers shall be stated both in writing and in figures, the signature of all persons signing shall be in longhand.
 - B. Bids shall not contain any summaries or suggestions for changes of the Work to be done. Alternate proposals will not be considered.
 - C. The limits of Work areas shall be as designated on individual projects issued hereunder and the Contractor shall confine his operations to designated areas and along the adjacent public areas under the control of and with express permission of the County of San Luis Obispo. The Contractor may be required to perform work in any area of the County.
 - D. Any ADDENDA issued before the time in which to submit bids expires shall form a part of the Contract Documents and shall be covered in the bid. Each bidder shall confirm receipt of any and all addenda in the space provided in Paragraph 1 of the Bid Form.
 - E. Certification of Bids (Bidders Bond): Each bid must be accompanied by cash, a certified or cashier's check or a Bidder's Bond in the sum of \$25,000. Said checks or bond shall be made payable to the order of the County of San Luis Obispo as liquidated damages, in the event the successful bidder fails to file satisfactory bonds as otherwise required by the Contract Documents, or fails to or refuses to enter into a Contract within the specified time.
 - F. Contractors shall not submit a list of their proposed subcontractors with their bids. The Proposal submitted for each individual Job Order is the Contractor's offer to do work and shall contain a list of subcontractors for that particular Proposal. In accordance with Sections 4100, et seq, of the Public Contract Code of the State of California, the successful Bidder shall list, on an approved form, the name and business location of each subcontractor who will perform work, labor or render service on the work in excess of one-half (1/2) of one percent (1%) of the total Proposal amount of each Job Order Proposal submitted.



- G. All bidders shall submit with their bids a fully executed Non-Collusion Affidavit in compliance with Section 7106 of the State Public Contract Code. A form for this purpose is furnished with the Bid Form.

6.2 **Bid Pricing**

- A. Each bidder must submit four (4) adjustment factors in order to be considered responsive. The first adjustment factor is to be applied to that work on Projects less than \$25,000 that is estimated to be performed during normal working hours. The second adjustment factor will be applied to that work on Projects less than \$25,000 that is estimated to be performed on an overtime basis. The third adjustment factor is to be applied to that work on Projects \$25,000 or greater which is estimated to be performed during normal working hours. The fourth adjustment factor will be applied to that work on Projects \$25,000 or greater which is estimated to be performed on an overtime basis. For the purposes of determining the low bid, the first adjustment factor will be multiplied by .15, the second adjustment factor will be multiplied by .05, the third adjustment factor will be multiplied by .60, and the fourth adjustment factor will be multiplied by .20; and these four numbers will be summed. The Bidder with the lowest sum shall be the lowest Bidder.
- B. **Note that no adjustment factor may be less than the third adjustment factor for Projects \$25,000 or greater to be performed during normal working hours.**
- C. The bid shall be "net", (i.e., 1.0) or an adjustment "decrease from" (i.e., .95) or "increase to" (i.e., 1.2) the unit prices listed in the Construction Task Catalog. Bidders who submit separate adjustment factors for separate line items will be considered non responsive and the bid will be rejected. No adjustment factor bid shall be less than the normal working hours factor for Projects \$25,000 or greater.
- D. The bidder's adjustment factor must contain allowances for overhead, profit, bond premiums, insurance, mobilization, proposal development, document development and all contingencies in connection therewith, as no allowance will be made later for any other than prepriced or non-prepriced item unit prices.

7. **WITHDRAWAL OF BIDS**

- 7.1 **Withdrawal of Bids prior to Bid Opening:** Any bidder may withdraw its bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, as allowed in State Public Contract Code.
- 7.2 **Withdrawal of Bids after Opening:** No bidder shall withdraw its bid for a period of one hundred twenty (120) days after the date set for the opening thereof. The Owner reserves the right to award additional contracts under this solicitation for a period of one hundred twenty (120) days following the opening of bids. The award of subsequent contracts under this solicitation could be required if the original contractor was failing to perform within the expectations of the Owner.
- 7.3 **Relief of Bidder Due to Clerical Error:** A bidder may not be relieved of its bid unless by consent of the awarding authority nor shall any change be made in the bid because of a mistake except as provided in the State Public Contract Code Section 5101, et seq.

8. **BONDING REQUIREMENTS**

The Bonding Company or Companies/Surety or Sureties on all bonds furnished shall be secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining an **A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County Board of Supervisors. No Contract shall arise until all bonds and insurance have been approved. All bonds shall be furnished by the bidder to whom the Contract has been awarded at its own cost and expense.



Instructions to Bidders

Should any surety or sureties be deemed unsatisfactory at any time by the County, notice will be given to the Contractor to that effect, and the Contractor shall forthwith substitute a new surety or surety satisfactory to the County. No further payment shall be deemed due or will be made under the Contract until the new sureties qualify and are accepted by the County.

All alterations, time extensions, extra and additional Work, and other changes authorized by the Specifications or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

- 8.1 Performance Bond:** Pursuant to Section 20129 of the State of California Public Contract Code, the successful bidder shall, within ten (10) days of award of a Contract simultaneously with the execution and delivery of the Agreement, execute a faithful performance bond in an amount equal to 100% of the Contract Sum, secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining an **A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Performance Bond form contained in these Contract Documents.
- 8.2 Payment Bond:** Pursuant to Section 9550 through 9566, inclusive, of the Civil Code of the State of California, the successful bidder shall, within ten (10) days of award of a Contract exceeding \$25,000, simultaneously with the execution and delivery of the Agreement, execute a Payment Bond in the amount equal to 100% of the Contract price, secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining an **A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Payment Bond form contained in these Contract Documents.
- 8.3 Maintenance Bond:** Contractor shall furnish, in addition to the Bonds elsewhere required by the Contract Documents, an approved Surety Company Bond, secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining an **A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Maintenance Bond form contained in these Contract Documents., equal to five percent (5%) of the total amount of the Contract which shall hold good for a period of one year after the date the County's Notice of Completion and Acceptance is filed with the Clerk of the County of San Luis Obispo. Said Bond shall protect the County against the result of faulty material or workmanship during that time.

Recordation of the Notice of Completion and Acceptance shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.

9. EXAMINATION OF WORK CONDITIONS AND CONTRACT DOCUMENTS

- 9.1 Conditions of Construction:** Bidder shall, prior to submitting a bid, become familiar with Owner facilities and possible work locations, as well as consider any special conditions that may be encountered (i.e. weather conditions, isolated locales, etc.) Bidder shall further carefully review the Contract Documents, to become fully aware of the Work and of the conditions relating to construction and labor under which the Work will be or is performed, and, so far as possible, the successful bidder must employ such methods and means regarding the Work of any subcontractor or worker, and in carrying out his Work as will not cause any interruption or interference with any other contractor, subcontractor or worker, it being specifically understood and agreed that Owner shall be in no way responsible for any loss or damage occurring as a result thereof.

10. CONTRACT DOCUMENTS

- 10.1** The complete Contract shall consist of the following identified documents herein referred to as the Contract Documents: Invitation to Bidders, Instructions for Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Forms, and Guarantees, Insurance, General Conditions, Supplemental Conditions, Construction Task Catalog (CTC), Technical Specifications, and any Addenda as those documents exist on the date of the first signature of the Contract. Proposal documentation (including drawings, sketches, cost proposals, lists of subcontractors, schedules, etc.) as prepared for



individual Job Orders, as well as the Notice to Proceed for the Job Order itself, shall also become part of the Contract Documents after its execution. All documents are intended to cooperate and be complementary so that any Work called for in one and not mentioned in the other, or vice versa, shall be executed the same as if mentioned in all said documents. The Contract shall include all labor, materials, equipment, transportation, and services necessary for the proper execution of the Work.

- 10.2** The form of Agreement that the successful bidder, as Contractor, will be required to execute and the form of bonds which he/she will be required to furnish are included in the Contract Documents and should be carefully examined by each bidder. The Agreement shall be executed in two (2) original counterparts.

11. SALES TAXES

Bidder shall include in their Bid Adjustment Factors any and all Federal, State and Local taxes of whatever nature in connection with material to be furnished to the Owner. Absolutely no extras shall be allowed for such by the Owner.



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00300 – Bid Form



00300 BID FORM

TO: The County of San Luis Obispo, State of California, herein called Owner:

1. BID

Pursuant to and in compliance with your Invitation to Bidders and Contract Documents relating to the project: Job Order Contract (JOC13) including Addenda Nos. _____ the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the specified time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) in accordance with the following:

NOTE: Failure to acknowledge Addenda may be grounds for rejection of your bid.

2. SCHEDULE OF ADJUSTMENT FACTORS

The undersigned agrees to perform all work required, necessary, proper for, or incidental to completing the work called for in individual Job Orders issued under this Job Order Contract using the Construction Task Catalog (CTC) and Technical Specifications incorporated herein with the following adjustment factors:

I. Projects Less Than Twenty-Five Thousand Dollars (<\$25,000)

A. Normal Working Hours: Undersigned shall perform any or all functions called for during Normal Working Hours on Projects valued at less than Twenty-Five Thousand Dollars (\$25,000) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

.

(Specify to four (4) decimal places)

(Specify in words)

Note that no adjustment factor may be less than factor II.A. for Projects \$25,000 or Greater to be performed during Normal Working Hours.

B. Other than Normal Working Hours: Undersigned shall perform any or all functions called for during Other than Normal Working Hours on Projects valued at less than Twenty-Five Thousand Dollars (\$25,000) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

.

(Specify to four (4) decimal places)

(Specify in words)

Note that no adjustment factor may be less than factor II.A. for Projects \$25,000 or Greater to be performed during Normal Working Hours.



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II. Projects Twenty-Five Thousand Dollars or Greater (>=\$25,000)

A. Normal Working Hours: Undersigned shall perform any or all functions called for during Normal Working Hours on Projects valued at Twenty-Five Thousand Dollars (\$25,000) or greater in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the Construction Task Catalog (CTC) multiplied by the adjustment factor of :

.

(Specify to four (4) decimal places)

(Specify in words)

Note that no adjustment factor may be less than factor II.A. for Projects \$25,000 or Greater to be performed during Normal Working Hours.

B. Other than Normal Working Hours: Undersigned shall perform any or all functions called for during Other than Normal Working Hours on Projects valued at Twenty-Five Thousand Dollars (\$25,000) or greater in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the Construction Task Catalog (CTC) multiplied by the adjustment factor of:

.

(Specify to four (4) decimal places)

(Specify in words)

Note that no adjustment factor may be less than factor II.A. for Projects \$25,000 or Greater to be performed during Normal Working Hours.

2. CONDITIONS OF BID

It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within one hundred twenty (120) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the signed Agreement (two originals) to Owner in accordance with the proposal as accepted together with the insurance documents specified in the General Conditions, and will also furnish and deliver to Owner Performance Bond and Payment Bond as specified, all within ten (10) days of award of a Contract simultaneously with the execution and delivery of the Agreement. Work ordered under the Contract shall proceed in accordance with instructions included in Notices to Proceed for individual Job Orders, and shall be completed in the time specified therein.

The Notice of Award or any request for additional information may be addressed to the undersigned bidder at the business address set forth herein.

Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.



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For the purpose of determining the low bid, adjustment factor I.A. (Projects <\$25,000/Normal Working Hours) shall be multiplied by .15; adjustment factor I.B. (Projects <\$25,000/Other than Normal Working Hours) shall be multiplied by .05; adjustment factor II.A. (Projects >=\$25,000/Normal Working Hours) shall be multiplied by .60; adjustment factor I.B. (Projects >=\$25,000/Other than Normal Working Hours) shall be multiplied by .20.

3. CONTRACTOR'S LICENSE

Section 7028.15(a) of the Business and Profession Code states that it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:

- 3.1 The person is specifically exempted from licensing under the Business and Professions Code.
- 3.2 If the bidder is making a bid as a joint venture as required by Section 7029.1, however, each person submitting the bid shall be subject to the section in regard to his or her individual license.
- 3.3 The section does not affect the right or ability of a licensed architect, land surveyor or registered professional engineer to form a joint venture with licensed Contractors to render those services within the scope of their respective licenses.
- 3.4 For those projects in which Federal funds are involved, per Section 20103.5, the Contractor must be properly licensed in accordance with the laws of this state at the time of award of Contract.

Contractors may be subject to penalties for failure to comply with the provisions of Section 7028.15 of the Business and Professions Code and 20103.5 of the Public Contract Code.

The County is required to verify licensure before awarding a bid. The Contractor is requested to provide the information regarding his or her license. Failure of the Contractor to be properly licensed upon submission of a bid, except as noted above, shall cause the bid to be considered non-responsive and it shall be rejected.

License Classification(s) _____ License Number _____
Expiration _____, 201_____

) _____
Sign Here) _____
) _____
Signature of Bidder(s)

Business Address _____

Telephone _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign Contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above.



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00400 – Supplements to Bid Form



00400 SUPPLEMENTS TO BID FORM

1. DESIGNATION OF INSURANCE COMPANY AND INSURANCE AGENT/BROKER

The State of California has specific laws regarding the admittance of Insurance Agents, Brokers and Insurance Companies doing business within the state. Failure to conform to those requirements requires immediate replacement of the non-conforming individual or entity, acceptable to the County.

The County of San Luis Obispo **requires** all Insurance to be issued by a company that complies with all requirements set forth in Section 00600, Bond Requirements and Forms, Insurance and Guarantees.

It is proposed that the following insurance agent/broker and insurance company will provide policies of insurance or insurance certificates as are required by the General Conditions:

Corporate Name of Insurance
Company Providing
Coverage _____

Db: Name _____

Street _____

City, Zip _____

FAX and Telephone _____

Name of Corporate Agent/
Registered Agent for legal
service of Process (legal
notices) _____

Street _____

City, Zip _____

FAX and Telephone _____

Name of Agent/Broker _____

Street _____

City, Zip _____

FAX and Telephone _____



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2. DESIGNATION OF SURETY

The State of California has specific laws regarding the admittance of Sureties doing business within the state. Failure to conform to those requirements requires immediate replacement of the non-conforming individual or entity, acceptable to the County.

The County of San Luis Obispo **requires** all Bonds to be issued by a company that complies with all requirements set forth in Section 00600, Bond Requirements and Forms, Insurance and Guarantees.

It is proposed that the following surety will provide payment, performance and maintenance bonds as required by the General Conditions:

Corporate Name of Surety	_____
Dbas: Name	_____
Street	_____
City, Zip	_____
FAX and Telephone	_____
Name of Company's Registered Agent for legal service of Process	_____
California Address	_____
City, Zip	_____
FAX and Telephone	_____



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3. NON-COLLUSION AFFIDAVIT

Each bidder shall execute and submit with the Bid Form an Affidavit of Non-collusion in the following form:
(See Public Contract Code sec. 7106.)

NON-COLLUSION AFFIDAVIT

State of California)
County of) ss
San Luis Obispo)

_____, being first duly sworn, deposes and says that he
or she is _____ of
_____, the party making the foregoing bid that the bid is not
made in the interest of, or on behalf of, any undisclosed person, partnership, company, association,
organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly
or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or
indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that
anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by
agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or
to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any
advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that
all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly,
submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or
data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association,
organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed at _____, California on the _____ day of _____,
201__.

(Signed)



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4. CERTIFICATION OF BIDS (BID BOND)

Pursuant to Public Contract Code, Section 20129, each bid must be accompanied by one of the following forms of bidder's security in the sum of twenty-five thousand dollars (\$25,000):

- (1) Cash
- (2) A cashier's check made payable to the County of San Luis Obispo
- (3) A certified check made payable to the County of San Luis Obispo
- (4) A bidder's bond executed by an admitted surety insurer, made payable to the County of San Luis Obispo.

Said checks or bond shall constitute liquidated damages in the event the successful bidder fails to file satisfactory bonds as otherwise required by the Contract Documents, or fails to or refuses to enter into a Contract within the specified time. If a bidder's bond is submitted, it must be on the Form provided herein.

BIDDER'S CERTIFICATE (BID BOND)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,

As Principal, and _____,
as Surety, are held and firmly bound unto the County of San Luis Obispo, State of California, (hereinafter called "Owner") in the penal sum of Twenty-Five Thousand Dollars (\$25,000) for the bid of the Principal above named, submitted by said Principal to Owner for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Twenty-Five Thousand Dollars (\$25,000).

The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows, for which bids are to be opened on **Thursday, June 13, 2013** has been submitted by Principal to Owner:

Job Order Contract (JOC13)

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within one hundred twenty (120) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with Owner, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations of this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by Owner and judgment is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligations hereunder.



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IN WITNESS WHEREOF, we have hereunder set out hands and seals on this _____ day of _____, 201__.

PRINCIPAL	SURETY
<p style="text-align: center;">(SEAL)</p> <p>_____</p> <p style="text-align: center;">Full Name of Business, including DBA</p> <p>_____</p> <p style="text-align: center;">Type of Business</p> <p>Licensed to do business in California</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p>	<p style="text-align: center;">(SEAL)</p> <p>_____</p> <p style="text-align: center;">Full Name of Business, including DBA</p> <p>_____</p> <p style="text-align: center;">Type of Business</p> <p>Licensed and admitted to do business in California</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p> <p>NOTARY:</p> <p style="text-align: center;">(NOTARY SEAL)</p> <p>State of California County of _____</p> <p>On _____ before me, the undersigned notary public, personally appeared _____ personally known to me (or 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.</p> <p>WITNESS my hand and official seal.</p> <p>_____</p> <p>Signature</p>



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00500 – Agreement



00500 AGREEMENT

THIS IS AN AGREEMENT made and entered into this _____ day of _____, 201____, by and between the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, hereinafter referred to as "Owner", and (complete **one** of the following):

1. Corporation: _____
(Insert Corporation Name)
a corporation organized and existing under the laws of the State

of _____
(Insert Name of State)

2. Partnership: _____
(Insert Name of Partnership)

3. Individual: _____
(Insert Name of Individual)

doing business as _____
(Insert DBA Name)

hereinafter referred to as "Contractor". In consideration of the mutual covenants, conditions, promises, and agreements herein contained, Owner and Contractor hereby mutually covenant and agree as follows:

ARTICLE 1 - SCOPE OF WORK

Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a workmanlike manner, and in strict accordance with the Contract Documents, (defined in Article 6 herein) the Work required by Job Order Contract (JOC13), in the County of San Luis Obispo, State of California, as called for in Job Orders issued hereunder. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said Work performed and completed as required in said Contract Documents, and subject to the approval of the Owner and Owner's duly authorized representatives. The contract is an indefinite-quantity contract for the repair and/or refurbishment of items so ordered, with a minimum ordering amount of \$50,000. The initial maximum amount that may be ordered under this contract is \$1,000,000. Owner reserves the right to increase the amount of this Contract beyond \$1,000,000, up to the maximum amount allowed by law, within the one year contractual period, based on budgetary considerations, mutual consent and provided additional bonds are furnished.

ARTICLE 2 – CONTRACT PERIOD

The Contract Period is for one year from the date of execution by the Owner, or achievement of the maximum value of the Contract, whichever occurs first. Owner shall be the last party to sign this Contract. The Project Duration of individual Job Orders issued hereunder shall be specified in the Notice to Proceed for each specific Project. Work ordered prior to but not completed by the expiration period will be completed with all provisions of this Contract still in force. Time is of the essence in this Contract.

ARTICLE 3 - CONTRACT ADJUSTMENT FACTORS

Owner will pay Contractor in current funds for full and complete performance under this Contract in accordance with the Contract Documents, the Construction Task Catalog, Technical Specifications and Adjustment Factors as follows:

Projects <\$25,000	Normal Working Hours	_____
Projects <\$25,000	Other than Normal Working Hours	_____
Projects \$25,000 or greater	Normal Working Hours	_____
Projects \$25,000 or greater	Other than Normal Working Hours	_____



ARTICLE 4 - DELAYS

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and the General Services Director so certifies, the Owner shall, without terminating this Contract, make payment of the balance due for that portion of the Work completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 5 - ACCEPTANCE OF FINAL PAYMENT RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Payment Bond.

ARTICLE 6 - CONTRACT DOCUMENTS

The complete Contract between the parties hereto shall consist of the following identified documents herein referred to as the Contract Documents: Invitation to Bidders, Instructions to Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Bond Forms, Insurance and Guarantees, General Conditions, Supplemental Conditions, Special Federal Requirements (only if included), Construction Task Catalog, Technical Specifications, and any Addenda as those documents exist on the date of the first signature to this Contract. Proposal documentation (including drawings, sketches, cost proposals, lists of subcontractors, schedules, etc.) as prepared for individual Job Orders, as well as the Notice to Proceed for the Job Order itself, shall also become part of the Contract Documents after its execution. The Contract shall include all labor, materials, equipment, transportation, and services necessary for the proper execution of the Work.

ARTICLE 7 - LAW AND VENUE

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in SAN LUIS OBISPO COUNTY and such COUNTY shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 8 - CONFLICTS OF INTERESTS

No official of Owner who is authorized on behalf of Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for Owner who is authorized on behalf of Owner 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 this Contract or in any part thereof.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:	CONTRACTOR:
<p><u>APPROVAL RECOMMENDED:</u></p> <p>_____</p> <p>Janette D. Pell General Services Agency Director</p> <p><u>APPROVED AS TO FORM:</u> Rita Neal County Counsel</p> <p>By: _____ Deputy County Counsel</p> <p>COUNTY OF SAN LUIS OBISPO a public entity in the State of California</p> <p>By: _____ Chair of the Board of Supervisors</p> <p>Approved by Board Action on _____, 201__</p> <p><u>ATTEST:</u> Clerk of the Board of Supervisors</p> <p>By: _____ Deputy Clerk</p>	<p>_____</p> <p>(Full Business Name)</p> <p>_____</p> <p>(Type of Business - Print or Type)</p> <p>_____</p> <p>(Business Address)</p> <p>_____</p> <p>(City, State, Zip Code)</p> <p>By: _____</p> <p>(Signature)</p> <p>_____</p> <p>(Name, Official Title)</p> <p>_____</p> <p>(Area Code, Telephone)</p> <p>_____ Contractor's License Number _____ Classification(s)</p>



Agreement

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____ who signed said Contract on behalf of the Contractor, was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

(Secretary)

00600 – Bond Requirements and Forms, Insurance and Guarantees



00600 BOND REQUIREMENTS AND FORMS, INSURANCE AND GUARANTEES

1. REQUIRED BONDS

The following bonds are required to perform this Work. The County may require Contractor to obtain additional Performance and Payment Bonds or increases of bonding capacity in the event that there are significant additive Change Orders applied to the Work.

1.1 Performance Bond: Pursuant to Section 20129 of the State of California Public Contract Code, the successful bidder shall, within ten (10) days of award of a Contract simultaneously with the execution and delivery of the Agreement, execute a faithful performance bond in an amount equal to 100% of the Contract Sum, secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining an **A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Performance Bond form contained in these Contract Documents.

1.2 Payment Bond: Pursuant to Section 9550 through 9566, inclusive, of the Civil Code of the State of California, the successful bidder shall, within ten (10) days of award of a Contract exceeding \$25,000, simultaneously with the execution and delivery of the Agreement, execute a Payment Bond in the amount equal to 100% of the Contract price, secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining an **A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Payment Bond form contained in these Contract Documents.

1.3 Maintenance Bond: Contractor shall furnish, in addition to the Bonds elsewhere required by the Contract Documents, an approved Surety Company Bond, secured from a surety company **ADMITTED** to transact business in the State of California by the California Department of Insurance, maintaining an **A.M. Best rating of "A-, FSC VII"** or better and must be satisfactory to the County and on the Maintenance Bond form contained in these Contract Documents., equal to five percent (5%) of the total amount of the Contract which shall hold good for a period of one year after the date the County's Notice of Completion and Acceptance is filed with the Clerk of the County of San Luis Obispo. Said Bond shall protect the County against the result of faulty material or workmanship during that time.

Recordation of the Notice of Completion and Acceptance shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.

1.4 Premiums. The premiums for all bonds required by the Contract Documents to be provided by Contractor are included in the Contractor's Adjustment Factors and shall be paid by Contractor.

1.5 Obligee. All bonds required by the Contract Documents to be provided by Contractor shall name the County as obligee. All bonds purchased by Subcontractors shall name Contractor and County as dual obligees.

1.6 No Exoneration. Changes, Change Orders, Unilateral Change Orders, Field Orders, Modifications, and adjustments to the Contract Sum or Contract Time shall in no way release or exonerate the Contractor or its Surety(ies) from their obligations and notice thereof shall be waived by the Surety(ies). The foregoing provision shall be included in the terms of all bonds required by the Contract Documents to be provided by Contractor.

1.7 Communications. Owner and Construction Manager, if used, shall have the right to communicate with Contractor's Surety(ies) with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Contractor shall be provided with a copy of all such written communications. Such communications shall not create or be interpreted as creating any contractual relationship between the County or Construction Manager and Surety(ies).



Bond Requirements and Forms, Insurance and Guarantees

- 1.8 No Limitation.** The foregoing requirements for providing Performance, Payment and Maintenance Bonds shall be without limitation to any other obligations Contractor may have under law to provide bonding for the benefit of and to assure payment to Subcontractors performing Work for the Project.



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of San Luis Obispo, State of California, has awarded to _____ (hereinafter designated as "Principal") a Contract for: **Job Order Contract (JOC13)**; and

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

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the County of San Luis Obispo, (hereinafter called "Owner"), in the penal sum of **One Million Dollars (\$1,000,000)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the same time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Owner, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

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

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

Death of the Principal shall not relieve Surety of its obligations hereunder.



Bond Requirements and Forms, Insurance and Guarantees

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on the _____ day of _____, 201____.

PRINCIPAL	SURETY
<p style="text-align: center;">(SEAL)</p> <p>_____</p> <p style="text-align: center;">Full Name of Business, including DBA</p> <p>_____</p> <p style="text-align: center;">Type of Business</p> <p>Licensed to do business in California</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p>	<p style="text-align: center;">(SEAL)</p> <p>_____</p> <p style="text-align: center;">Full Name of Business, including DBA</p> <p>_____</p> <p style="text-align: center;">Type of Business</p> <p>Licensed and admitted to do business in California</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p> <p>NOTARY:</p> <p style="text-align: center;">(NOTARY SEAL)</p> <p>State of California County of _____</p> <p>On _____ before me, the undersigned notary public, personally appeared _____ personally known to me (or 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(s) 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.</p> <p>WITNESS my hand and official seal.</p> <p>_____</p> <p>Signature</p>



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of San Luis Obispo, State of California, and _____, (hereinafter designated as "Principal") have entered into an Agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient, and proper to **Job Order Contract (JOC13)**, which said Agreement, effective upon execution by all parties, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the Principal is required before entering upon the performance of Work, to file a good and sufficient bond with the body by whom the Contract is awarded, to secure claims to which reference is made in Chapter 5 of Title 3 of the Civil Code of California.

NOW, THEREFORE, said Principal and the undersigned _____, as corporate surety, are held and firmly bound unto the County of San Luis Obispo, and unto all laborers, materialmen and other persons referred to in said statutes in the sum of **One Million Dollars (\$1,000,000)**, lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all or either of them, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such Work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

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

Death of the Principal shall not relieve Surety of its obligations hereunder.



Bond Requirements and Forms, Insurance and Guarantees

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on the _____ day of _____, 201_____.

PRINCIPAL	SURETY
<p>(SEAL)</p> <p>_____</p> <p>Full Name of Business, including DBA</p> <p>_____</p> <p>Type of Business</p> <p>Licensed to do business in California</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p>	<p>(SEAL)</p> <p>_____</p> <p>Full Name of Business, including DBA</p> <p>_____</p> <p>Type of Business</p> <p>Licensed and admitted to do business in California</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p> <p>NOTARY:</p> <p>(NOTARY SEAL)</p> <p>State of California County of _____</p> <p>On _____ before me, the undersigned notary public, personally appeared _____ personally known to me (or 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.</p> <p>WITNESS my hand and official seal.</p> <p>_____</p> <p>Signature</p>



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of San Luis Obispo, State of California, and _____, (hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient, and proper to **Job Order Contract (JOC13)** which said Agreement dated _____, 201____, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the Principal is required after completion of the Work, and before the filing and recordation of a Notice of Completion for the Work, to file a good and sufficient bond with the body by whom the Contract is awarded, to secure claims for Maintenance equal to five percent (5%) of the total amount of the Contract which shall hold good for a period of one year after the completion and acceptance of the Work, to protect the Owner against the result of faulty material or workmanship during that time.

NOW, THEREFORE, said Principal and the undersigned _____ as corporate surety, are held and firmly bound unto the County of San Luis Obispo, for repair or replacement of any and all of our Work together with any other adjacent Work which may be displaced by so doing, that proves to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in the Contract to be for a longer period) from the date of execution of the Owner Notice of Completion and Acceptance for Job Orders completed under this Contract, ordinary wear and tear and unusual abuse or neglect excepted, in the sum of: **Seventy-Five Thousand Dollars (\$75,000)** lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal or any of his or its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to execute within a reasonable amount of time, or fail to respond within seven (7) days with a written schedule acceptable to the Owner for same, repair or replacement of any and all Work, together with any other adjacent Work which may be displaced by so doing, that proves to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in the Contract to be for a longer period) from the date of execution of the Owner Notice of Completion and Acceptance for Job Orders completed under this Contract, ordinary wear and tear and unusual abuse or neglect excepted with respect to such Work and labor, the surety herein shall pay for the same, in an amount not exceeding five percent (5%) of the value of the Job Order, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

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

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

Death of the Principal shall not relieve Surety of its obligations hereunder.



Bond Requirements and Forms, Insurance and Guarantees

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on the _____ day of _____, 201____.

PRINCIPAL	SURETY
<p style="text-align: center;">(SEAL)</p> <p>_____</p> <p style="text-align: center;">Full Name of Business, including DBA</p> <p>_____</p> <p style="text-align: center;">Type of Business</p> <p>Licensed to do business in California</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p>	<p style="text-align: center;">(SEAL)</p> <p>_____</p> <p style="text-align: center;">Full Name of Business, including DBA</p> <p>_____</p> <p style="text-align: center;">Type of Business</p> <p>Licensed and admitted to do business in California</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p> <p>NOTARY:</p> <p style="text-align: center;">(NOTARY SEAL)</p> <p>State of California County of _____</p> <p>On _____ before me, the undersigned notary public, personally appeared _____ personally known to me (or 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.</p> <p>WITNESS my hand and official seal.</p> <p>_____</p> <p>Signature</p>



2. SUBSTITUTIONS OF SECURITIES FOR RETENTION AMOUNTS

Substitution of certain securities for retention amounts are allowed under the Public Contract Code at the option of the Contractor. The Contractor is required to formally request the substitution and to conform to the specific provisions of PCC Section 22300.

- 2.1 **Acceptable Securities:** Whenever retention of monies is authorized to insure performance of Contract conditions, the Contractor shall be permitted to substitute securities for the amount withheld in accordance with Public Contract Code Section 22300. Securities eligible for deposit under this procedure shall consist of bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, securities listed in Government Code Section 16430, or any other security mutually agreed to by the Contractor and the public agency. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
- 2.2 **Value of Securities:** The value of securities being deposited shall be based upon market value as of the date of deposit and not necessarily on face value of the securities. Market value shall be determined by the County General Services Director. If deposit is made into an escrow, escrow instructions must clearly state that the escrow agent must convert the securities to cash in whole or in part upon a unilateral written demand for such conversion by the County General Services Director or County Administrative Officer and further, that any amount demanded by Owner shall be paid to Owner upon unilateral written demand for payment. Escrow instructions used must be substantially similar to the form set forth in Public Contract Code Section 22300. Owner will only make such demand for conversion in payment when the conditions of the Contract would have warranted an expenditure by Owner of a cash retention expenditure without any securities substitution. All escrow expenses shall be paid by Contractor.
- 2.3 **Release of Securities:** Securities deposited hereunder shall be released back to Contractor when County General Services Director or County Administrative Officer has certified in writing to the escrow holder that the project has been satisfactorily completed. The recording of Notice of Completion does not constitute such certification. All retention times called for in these Contract Documents must have passed, including the time after recording of Notice of Completion, before Owner will certify to satisfactory completion of the Contract.

3. GUARANTEES

- 3.1 **Guarantee for Total Work:** Prior to acceptance of the Work for each Job Order by the Owner, the Contractor shall submit a guarantee in the form of a written warranty on Contractor's own letterhead as follows:

WARRANTY FOR _____
(Insert Job Order title and number)

This Work has been constructed in accordance with the Contract Documents, and the Work as installed will fulfill the requirements of this warranty, and any other warranty therefor, included in the Contract Documents. We agree to repair or replace any and all of our Work together with any other adjacent Work which may be displaced by so doing, that prove to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in this Contract to be for a longer period) from date of acceptance of the above mentioned Job Order by Owner, ordinary wear and tear and unusual abuse or neglect excepted. Said date of acceptance shall be the date of acceptance and execution of the Notice of Completion.

In the event of our failure to comply with the above mentioned conditions within seven (7) days after being notified in writing we, collectively or separately, do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense and we will honor and pay the cost and charges therefor on demand.

Signed: _____
Contractor **License Number**



3.2 Additional Guarantees: Additional Guarantees shall be provided as required in Job Orders issued hereunder.

4. INSURANCE AND INDEMNIFICATION REQUIREMENTS

The parties expressly agree that the indemnification and insurance clauses in this Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. The Contractor shall obtain, and maintain, at its own expense, all the insurance required by this section. The insurance requirements must be met within the time period allowed for Contract execution as defined in the **00300 BID FORM** herein.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence Work, until such insurance has been approved by the County. The Contractor shall not allow any subcontractor to commence Work on its subcontract until all similar insurance required for the subcontractor has been obtained. Such insurance shall be maintained in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

4.1 Insurance: Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for one (1) year following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

4.2 Minimum Scope And Limits Of Required Insurance Policies: The following policies shall be maintained with insurers **AUTHORIZED** by the California Department of Insurance to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

4.2.1 Commercial General Liability Insurance Policy ("CGL"): Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$2,000,000 each occurrence (combined single limit);
- \$2,000,000 for personal injury liability;
- \$2,000,000 aggregate for products, completed operations, and
- \$2,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

4.2.2 Business Automobile Liability Policy ("BAL"): Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-Million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of the County.



4.2.3 Workers' Compensation And Employers' Liability Insurance Policy ("WC / EL"): This policy shall include at least the following coverage's and policy limits:

Workers' Compensation Insurance as required by the laws of the State of California; and

Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee disease.

4.2.4 Builder's Risk: The County maintains Builder's Risk insurance for this project. The Contractor therefore, is not required to procure nor maintain said insurance.

4.2.5 Deductibles And Self-Insurance Retentions: Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

4.2.6 Endorsements: All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance the County may possess, including any self-insured retention the County may have, and any other insurance the County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, & BAL,);
5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to the County at the address set forth below (CGL, BAL, WC /EL);
6. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
7. Deductibles and self-insured retentions must be declared (All Policies).

4.2.7 Absence Of Insurance Coverage: The County may direct the Contractor to immediately cease all activities with respect to this Agreement if it determines that the Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to the Contractor.



4.2.8 Proof Of Insurance Coverage And Coverage Verification: Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, the Contractor, or each of the Contractor's insurance brokers or companies, shall provide the County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. The County may also require a copy of the insurance policy and any other information relating to coverage under the policies. All of the insurance companies providing insurance for the Contractor shall have, and provide evidence of, an **A.M. Best Rating of "A-, FSC VII"** or better. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Mark Wilwand
Associate Capital Projects Coordinator
County of San Luis Obispo General Services Agency
1087 Santa Rosa St.
San Luis Obispo, CA 93408
Phone: (805) 781-5210
Fax: (805) 781-5215
E-mail: mwilwand@co.slo.ca.us

4.3 Indemnification: Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.



10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

4.4 Federal And State Laws & Regulations: The project shall be constructed under the complete jurisdiction of all applicable laws of the United States and State of California governing construction including, but not limited to, the following:

1. The California Health and Safety Code and all applicable administrative code regulations pursuant thereto.
2. 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.
3. Title 19 of the California Code of Regulations entitled "Public Safety", Division 1, State Fire Marshal, Chapter 1, "General Fire and Panic Safety Standards".
4. All laws and regulations governing construction on behalf of public entities, including but not limited to the California Public Contract Code.
5. **General Industrial Safety Orders:** Each and every Contractor shall observe and conform to the provisions of Title 8, California Code of Regulations bearing upon safe and proper use, construction disposal, etc., of materials, machinery, and building appurtenances as therein set forth.
6. **Code Rules and Safety Orders:** All Work and materials shall be in full accordance with the latest substantive rules and regulations of the State Fire Marshal, the safety orders of the Division of Industrial Safety, Department of Industrial Relations; the Uniform Building Code, National Electric Code, Uniform Mechanical Code, Uniform Plumbing Code, and other applicable State Laws or Regulations. Nothing in these plans and specifications is to be construed to permit Work not conforming to these codes.

Note: The procedural aspects of the Uniform Codes referred to above may not apply to the Work of this Contract, but the substantive provisions do apply.

All of the above laws and regulations though referred to herein, are as much a part of the Contract as if they were incorporated in their entirety in these General Conditions.



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00700 – General Conditions



00700 GENERAL CONDITIONS

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00700 GENERAL CONDITIONS

1. GENERAL PROVISIONS

1.1 Basic Definitions

Adjustment Factor: the Contractor's competitively bid price adjustment to the unit prices as published in the Construction Task Catalog (CTC). Contractors must bid two sets of Adjustment Factors consisting of two factors each: one set for Projects \$25,000 or less and the second set for Projects over \$25,000. Each set of factors has two factors: one for Work to be performed during Normal Working Hours; the second for Work to be performed during Other Than Normal Working Hours. All Adjustment Factors are expressed as an increase or decrease from the published CTC prices. Note that no Adjustment Factor may be less than the factor for Projects \$25,000 or Greater for Work to be performed during Normal Working Hours.

Architect: Any person, firm, or corporation hired by the Owner to represent the Owner as the Architect for a Job Order.

Construction Task Catalog: A comprehensive listing of specific construction or construction-related tasks together with a specific unit of measurement and a unit price. (Also referred to as the "CTC").

Contract Documents: Consist of the Invitation to Bidders, Instructions to Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Bond Forms, Insurance and Guarantees, General Conditions, Construction Task Catalog, Technical Specifications, and any Addenda as those documents exist on the date of the first signature to this Contract. Proposal documentation (including drawings, sketches, cost proposals, lists of subcontractors, schedules, etc.) as prepared for individual Job Orders, as well as the Job Order itself, shall also become part of the Contract Documents after its execution.

Contract Period: One year from the date of execution by the Board of Supervisors or achievement of the maximum contract value, whichever occurs first. Work ordered but not completed by the expiration period will be completed with all provisions of the Contract still in force.

Contract Value: This is an indefinite quantity contract with a minimum value of \$50,000 and an initial maximum value of \$1,000,000. The Contract Value may be increased up to the maximum amount allowed by law within the Contract Period. (Currently \$4,464,000)

Contractor: The person, firm, partnership, or corporation to whom this Contract is awarded by Owner and who is subject to the terms hereof. The Contractor is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

County Holiday: Any day designated by action of the Board of Supervisors as a County Holiday.

Drawings: Graphic representation of intent of Work.

Engineer: Any person, firm, or corporation hired by Owner to represent the Owner as the Engineer for a Job Order.

Governing Body of the Owner: The Board of Supervisors of the County of San Luis Obispo.

Inspector: Any person, firm, or corporation employed by or hired by Owner to perform Resident Inspection or part time inspection during construction of the Work.

Job Order: The obligation document under JOC Contract. Each individual Project to be accomplished under this Contract will be through the issuance of a Job Order. Each Job Order shall consist of a detailed Scope of Work, a firm fixed price to achieve that Scope of Work, Project Duration for the completion of the Work and any special conditions that might apply to that specific Job Order, such as Liquidated Damages.

Job Order Contract (JOC): A competitively bid, indefinite quantity contract for accomplishing repair and refurbishment and related services. Work is accomplished through the issuance of individual Job Orders against the Contract. Each Job Order issued will be a firm fixed priced order for accomplishing a specific task or project.



Landscape Architect: Any person, firm, or corporation hired by Owner to represent the Owner as the Landscape Architect for a Job Order.

Non-Prepriced Tasks: Those units of Work that are not included in the Construction Task Catalog but which are within the general scope and intent of this Contract and may be negotiated into this Contract as needs arise. Such Work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain, and may be incorporated into the Construction Task Catalog, if determined appropriate by the Owner, at the base price determined in this Unit Price Contract. Non-prepriced Work requirements shall be separately identified and submitted in the Job Order Proposal.

Normal Working Hours: Standard shifts between the hours of 8 a.m. to 5 p.m. Monday through Friday, except for Owner observed holidays. All other times are Other than Normal Work hours.

Notice to Proceed: The document that authorizes the Contractor to commence Work on an individual Job Order.

Owner: The County of San Luis Obispo. The Owner acts under this Contract either by action of its Board of Supervisors or by action of its General Services Agency Director when authorized by the Board of Supervisors, or by action of such other County officer as the Board of Supervisors may authorize.

Owner's Representative: Any person, firm, agent or corporation employed by or hired by the Owner to act as Project Manager, Construction Manager, Project Administrator and/or Project Coordinator for the Work.

Project: Collectively, the improvements to be constructed by the Contractor pursuant to discrete, fixed-price Job Orders issued under the terms and conditions of this Contract.

Project Duration: The number of Calendar Days allotted on individual Job Orders for the completion of the Project.

Proposal: The Contractor's offer to do Work. It refers to the documents prepared by the Contractor quoting a firm fixed price to achieve a specific Scope of Work as requested by the Owner's Representative. The Proposal will contain drawings and sketches, permits and submittals as necessary, a detailed cost proposal comprised of line items from the Construction Task Catalog, supporting documentation for any non-prepriced items, a construction schedule, a list of subcontractors, and other documentation as may be required by the Owner Representative prior to the issuance of a Job Order.

Request for Proposal (RFP): An official request made by the Owner for the Contractor to provide a Proposal for an identified project.

Scope of Work: The complete description of services to be provided by the Contractor under an individual Job Order. The scope of Work will include documentation for a specific project. Documentation may include a narrative description of the Work.

Specifications: Detailed presentation of Work to be done and materials to be used.

Subcontractor: A person, firm, partnership, or corporation having a direct Contract with Contractor for the performing of Work or labor or the rendering of service to Contractor for the Work.

Surety: Any person, firm, partnership, or corporation that executes as Surety for Contractor's Performance Bond and/or the Contractor's Payment Bond and/or the Bidder's Bond and/or Maintenance Bond.

Unit Price: The price published in the Construction Task Catalog for a specific construction or construction related task. The unit prices are fixed for the duration of the Contract. Each unit price is comprised of the labor, equipment and material costs to accomplish that specific task.

Unusual Action of the Elements: The term "unusual action of the elements" is limited to extraordinary adverse weather conditions or conditions immediately resulting therefrom which cause a cessation in the progress of the Work which will delay the time of completion of the Contract.

Work: All labor, materials, equipment, transportation, services and other incidentals required for the completion of a Job Order.



- 1.2 Execution, Correlation and Intent:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferred therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.3 Existing Conditions:** Existing conditions are indicated on furnished drawings as accurately as possible and in some cases are approximate. All Work shall be done as closely to drawings as actual conditions will allow. Prior to responding to an RFP, the Contractor shall be responsible for verifying all conditions, sizes, and dimensions of new construction or existing conditions at the site of a specific Job Order, and shall be responsible for the correctness of same. Once a Job Order is issued, no extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated in the RFP. Any difference which may be found shall be submitted to the Owner for consideration before submitting a Proposal.
- 1.4 Discovery of Hazardous Waste or Other Unusual Conditions:**
- A. Contractor Notification to Owner:** The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner through the Project Coordinator, in writing, of any:
1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated in the Scope of Work.
 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 Job Order.
- B. Owner Investigation:** The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Scope of Work, or the time required for performance of any part of the Work shall initiate a supplemental Job Order under the procedures described in the Contract Documents.
- C. Disputes:** That, in the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Scope of Work, or time required for performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Job Order, but shall proceed with all Work to be performed under the Job Order. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

2. CONTRACT SCOPE

- 2.1 Generally:** The Contract scope shall be determined by individual Job Orders issued hereunder. Upon receipt of a Job Order, the Contractor shall provide all management, engineered solutions, work documents, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as Owner furnished, needed to repair, or remodel real property facilities at designated Owner locations. The Contractor shall provide quality assurance as specified in strict accordance with all terms, conditions, special contract requirements, specifications, attachments, and exhibits contained in this contract, or incorporated by reference. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.

The Contractor's work and responsibility shall include all planning, programming, engineered solutions, administration, and management necessary to provide repair, remodel, and related services as ordered.



General Conditions

The work shall be conducted by the Contractor in strict accordance with the Contract and all applicable laws, regulations, codes, or directives including Federal, State, and local. The Contractor shall insure that all work provided meets, or exceeds, critical reliability rates or tolerances specified or included in applicable referenced documents.

The Contractor shall perform the work such as supply, quality control, financial control, and maintain accurate and complete records files, libraries of documents to include Federal, State, and local regulations, codes, laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the work to be performed.

The Contractor shall provide related services such as preparing and submitting required reports, maintaining record drawings current from activities under this contract, performing administrative work, and submitting necessary information as specified. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

All work will be ordered and funded when needed in accordance with the ordering clause and procedures detailed in Article 2.6, Ordering Procedures.

The Contractor may be required to work in any location in the County.

The Contractor may be required to prepare proposals, perform work on site, and closeout numerous projects concurrently.

The following documents and standards shall be used in the execution of work under the contract and are considered to be part of this contract: 1) Construction Task Catalog (CTC) dated May, 2013 – The CTC contains pricing information for the work to be accomplished and for the unit of measure. 2) Technical Specifications dated May, 2013 – The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format. All specifications are filed in divisions 1 through 43 per CSI guidelines. The intent of these specifications is to furnish concise industry and commercial standards for maintenance or repair of Owner facilities. If, however, there is a conflict between Federal, State, and Local Code and the Technical Specifications, Federal, State and Local codes shall be the governing document.

- 2.2 Indefinite Quantity Contract:** This is an indefinite-quantity contract for the supplies or services specified, and effective for a period of one year after award of contract. Work or performance shall be made only as authorized by Job Orders issued in accordance with the ordering procedures clause. The Contractor shall furnish to the Owner when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the Job Orders issued as the maximum designated in the Contract. The Owner shall order at least the minimum value of repair or remodeling services.
- 2.3 Pre-Work Conference:** Before the issuance of the first Job Order under the contract, a conference will be conducted by the Owner to acquaint the Contractor with Department policies and procedures that are to be observed during the prosecution of the work and to develop mutual understanding relative to the administration of the contract.
- 2.4 General Requirements:**
- A. Management:** The Contractor shall provide the management required to perform the work and meet all requirements.
 - B. Contractor Inspections:** The Contractor shall inspect all facilities repaired or remodeled under contract. The Contractor shall inspect to assure that all required work is accomplished as specified. The Contractor shall prepare and maintain inspection files which shall reflect past and current inspection dates, results of all inspections made, corrections required, and corrections made.



- C. **Work Control:** All work will be observed and monitored by the Owner. All work shall be documented by use of an appropriate authorization form.
- D. **Indefinite Work:** The Contractor shall receive requests for Job Order proposals for firm-fixed-prices for work requirements within the scope of the contract. The Contractor shall respond to such requests within two working days unless additional time is granted, in writing, by The Owner.
- E. **Procedures:** The Owner will issue individual project Request for Proposals (RFPs) to the Contractor. The RFP shall include a Detailed Scope of Work that will describe the work to be done and other pertinent information with regard to scheduling, submittals, drawings, and project requirements. The Contractor shall prepare a detailed proposal based on the Scope of Work. This proposal shall contain detailed costs, a schedule, list of proposed subcontractors and any other supporting documents required in the RFP. Documentation to be submitted with the proposal shall include, but not be limited to, drawings, calculations, catalog cuts, specifications, and architectural renderings. The Contractor shall be held responsible for performing all work as stated in the Scope of Work. It is the Contractor's responsibility to include the necessary items in his cost proposal. All errors and omissions in the cost proposals are the responsibility of the Contractor. The cost data shall be separated as between prepriced and non-prepriced work units. The Owner will review the Contractor's proposal and if acceptable, may issue a Notice to Proceed to the Contractor.

The Owner makes no commitment as to the award of individual Job Orders. All costs associated with preparation of Proposals shall be the responsibility of the Contractor.

- F. **Non-prepriced Work Unit Requirements:** In addition to the work unit requirements in the Construction Task Catalog and Technical Specifications, the Owner may, from time to time, require work units not contained in these documents, but within the general scope of work of these documents. The parties will negotiate these requirements in accordance with the ordering clause contained in this contract. These non-prepriced work unit requirements will be incorporated in individual Job Orders and the Contractor shall accomplish those requirements with the same diligence as those work-units incorporated in this contract in the Construction Task Catalog and Technical Specifications.
- G. **Quality Control Program:** The Contractor shall submit a written quality control plan not later than 14 calendar days from the date of contract award. No change shall be implemented to the plan without prior review and approval by the Owner. Once the Contractor's Quality Control Plan has been accepted, it shall become part of this contract. Deviation from the Quality Control Plan without the express written approval of the Owner shall place the Contractor in default of this Contract. The Contractor shall perform in accordance with the Quality Control Plan approved by the Owner and shall insure that all work and requirements of the contract are met as specified. The Contractor is required to maintain quality control over supplies, manufacturers, products, services, site conditions, and workpersonship, to produce work of specified quality. In addition, the Contractor shall:
1. Designate an employee responsible for ensuring quality.
 2. Comply with industry standards except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workpersonship.
 3. Notify the Owner of substantial completion.
 4. Participate in Owner inspections and verifications as required. Perform and validate corrective actions, in a timely manner, resulting from identified deficiencies.
- H. **Performance Evaluation Meetings:** The Contractor shall meet with the Owner as requested during contract performance. Mutual effort will be made to resolve any problems identified. Written minutes of these meetings shall be prepared by the Owner. The minutes shall be signed by the Owner Representative and the Contractor. Should the Contractor not concur with any minutes, the Contractor shall so state in writing and the differences will either be corrected to



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reflect mutual agreement, or if an agreement cannot be reached, the Contractor's statement will be filed with the minutes of the meeting.

- I. **Standards:** The Contractor shall meet the standards set forth by the Technical Specifications and all other applicable regulations, codes, directives, equipment specifications, and manufacturers' instructions and recommendations inclusive of equipment or vehicles, supplies, parts, or materials utilized to provide the required work.
- J. **Electrical Equipment:** All contractor equipment utilizing Owner electrical sources must meet UL standards and be compatible with existing circuits. The Contractor shall prevent operation, or attempted operation, of equipment which requires electrical power exceeding the capacity of existing circuits.
- K. **Material Storage:** All materials stored at work sites shall be stored in a manner that precludes any safety or health risk to the public. Hazardous materials or waste as defined by Federal Standard 313A shall be handled in accordance with Environmental Protection Agency Federal Regulations, State Department of Health, and Department of Transportation procedures.

2.5 **Work Requirements:**

- A. **The Contractor Shall:** Acquire materials and use them to create the desired finished products. Determine all materials required for each Job Order from plans, specifications, statements of work, instructions, etc. Consult with all interested parties at joint scoping and other conferences, necessary to resolve problems and disseminate project information. Maintain close coordination with the Owner Representative on matters relating to work in progress. Perform all laboratory and field tests, as directed, to demonstrate compliance with work specifications. Perform preliminary walk-through inspections with Owner Representative to identify punch list items and discrepancies prior to final inspection. Walk-through inspections may be waived by the Owner. At the final inspection, be prepared to answer any questions on operations and use of the facilities or equipment.
- B. **Designation of Subcontractors:** The Contractor shall list, on an approved form:
 - 1. The name and location of the place of business of each subcontractor who will perform Work or labor, or render service in or about the construction of the Work to be performed hereunder, in an amount in excess of one-half of one percent of the proposal amount, or a subcontractor who will specifically fabricate and install a portion of said Work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the proposal amount, and;
 - 2. The portion of the Work that will be done by each subcontractor. The Bidder shall list only one subcontractor for each such portion as defined by the prime Contractor in the proposal. Contractors and subcontractors who have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract.

Note: When there is a failure to list a subcontractor, the law provides that the prime Contractor agrees to do the Work himself, and that said prime Contractor agrees that he/she is fully qualified to perform such Work. If after award of Contract the prime Contractor subcontracts any portion of the Work, except as provided for in Sections 4107 or 4109 of the Public Contract Code, the prime Contractor shall be subject to penalties as identified in Section 4110 and 4111.



2.6 Ordering Procedures

A. Project Development: As the need exists for performance under the terms of this contract, the Owner will notify the Contractor of an existing requirement. Upon receipt of this notification, the Contractor shall respond to the needs of the Owner within two working days by establishing verbal contact with the Owner to further define the scope of the requirement. The Owner Representative, Contractor and other necessary parties will visit the proposed work site and participate in a joint scope conference that will include a discussion and establishment of the following:

1. Project number and title
2. Existing site conditions
3. Methods and alternatives for accomplishing work
4. Definition and refinement of requirements
5. Detailed scope of work
6. Requirements for plans, sketches, shop drawing, etc.
7. Tentative work schedule
8. Preliminary quantity estimates
9. Staging areas and site access
10. Special conditions regarding unique facility operations
11. Safety requirements
12. Other Project requirements

Upon completion of the joint scoping conference, the Owner Representative will issue a Request for Proposal with a Detailed Scope of Work that requires the Contractor prepare a Proposal for the work under consideration.

B. Proposal Development: The following elements will comprise a Contractor Proposal:

1. Detailed Cost Proposal

a. Prepriced work requirements.

i. Prepriced work requirements will identify the type and number of work units required from the Construction Task Catalog. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this Article. The Contractor's Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the work units proposed are reasonable for the tasks to be performed. Documentation to be submitted with the proposal shall include, but not limited to, drawings, calculations, catalog cuts, specifications, and architectural renderings.

ii. The total extended price for prepriced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Proposal will be determined by multiplying the total extended price by the appropriate adjustment factor.

b. Non-Prepriced Work Requirements.

i. Units of work not included in the Construction Task Catalog but within the general scope and intent of this contract may be negotiated into this contract as needs arise. Such work requirements shall be incorporated into and made a part of this contract for the Job Order to which they pertain, and may be incorporated into the CTC if determined appropriate by the Owner at the price determined in this Article. Non-prepriced tasks shall be separately identified and submitted in the Job Order Proposal. Owner determination as to whether a Work requirement is Prepriced or Non-prepriced shall be final, binding and conclusive on the Contractor.



- ii. Information submitted in support of non-prepriced work shall include, but not be limited to, the following: Complete specifications and technical data, including work unit content, work unit costs data, schedule requirements, quality control and inspection requirements. Pricing data submitted in support of Non-prepriced Tasks shall include a cost analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by the Owner, costing data will be submitted demonstrating that the Contractor sought and received three quotes. The Contractor shall provide an installed unit price (or demolition price if appropriate) which shall include all costs required to accomplish the Non-prepriced Task.
- iii. The final price submitted for Non-prepriced Tasks shall be according to the following formula:

ACTUAL WORK TO BE PERFORMED BY THE CONTRACTOR

- A = Direct Labor Costs and Fringe Benefits per Prevailing Wage Rates
- B = Direct Material Costs (supported by quotes)
- C = Direct Equipment Costs (supported by equipment amortization data)
- D = Allowable Overhead Costs = $A \times 55\%$ (i.e. Workers Compensation insurance)
- E = Allowable Profit = $(A+B+C) \times 10\%$

ACTUAL WORK TO BE PERFORMED BY A SUBCONTRACTOR

- F = Cost of Subcontractor to Contractor (supported by quotes)
- G = Contractor's Allowance for Subcontractor Costs = $F \times 5\%$
- H = Contractor's Overhead for Subcontractor Costs in accordance with the following schedule:
 - F x 0% for NPP Tasks < 10% of total Job Order Value
 - F x 7% for NPP Tasks 10-20% of total Job Order Value
 - F x 10% for NPP Tasks >20% of total Job Order Value

TOTAL COST OF NON-PREPRICED TASK

A + B + C + D + E + F + G + H

- iv. After being used on three separate Job Orders, the unit price for the Non-prepriced Task may become fixed as a permanent prepriced item which will no longer require price justification.
 - v. The total extended price for the Non-prepriced Task will be determined by multiplying the unit price by the quantity required. The price offered in the Proposal will be determined by multiplying the total extended price by an adjustment factor of 1.0000.
- c. Total Fixed Cost of the Proposal: The total fixed cost of the proposal shall be determined by adding the total proposal price offered for prepriced and non-prepriced work units.



2. Submittals:

The Contractor shall provide all documentation required to fully establish the scope of work including but not limited to drawings, sketches and or specifications related to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the Owner in determining the best possible solution for repair and remodel issues.

All documents, shop drawings, and "as-built" drawings will be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes, and directives. The Contractor shall also provide as necessary the forms, studies, and other documentation required by the codes and agencies.

The Contractor shall ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, the Contractor should request additional instruction from the Owner. The Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At the Contractor's expense, as part of his adjustment factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

3. Construction Schedule:

With each Proposal submittal, the Contractor shall furnish a bar chart or CPM schedule setting forth the manner and sequence of the Work. The Contractor shall schedule the work in accordance with the proposed duration set forth in the RFP. The schedule shall delineate the major construction tasks and relative durations of each. The Owner may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by day during the Project Duration. On a project basis, the Owner Representative at his discretion may request the Contractor furnish a CPM Schedule for projects of sufficient complexity, magnitude and/or time criticality. Once a Notice to Proceed has been issued on a Project, the Contractor shall resubmit the Construction Schedule at the pre-construction meeting with milestone and completion dates identified.

4. Subcontractor's List:

The Proposal submittal represents the Contractor's offer to do work. The Contractor shall list, on an approved form, the name and business location of each subcontractor who will perform work, labor or render service on the work in excess of one-half (1/2) of one percent (1%) of the total Proposal amount. Contractors and subcontractors who have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract.

5. Complete Proposal:

By submitting a signed Proposal, the Contractor is agreeing to accomplish the work outlined in the RFP for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Proposal prior to submitting it to the Owner Representative. Errors and omissions in the Proposal shall be the responsibility of the Contractor.

C. Proposal Review:

Each Proposal received from the Contractor will be reviewed in detail for appropriateness of quantities and items selected. Submittals will be reviewed, as well as the construction schedule and list of subcontractors. The Owner will evaluate the proposed work units and compare them with the independent Owner estimate of the same tasks to determine the reasonableness of approach,



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including the nature and number of work units proposed. The Owner will determine whether the Contractor's Proposal is acceptable.

D. Project Approval:

If it so chooses, the Owner may issue a Notice to Proceed for the Scope of Work, to include the firm fixed price of the Job Order and the Project Duration. All clauses of this Contract shall be applicable to any Job Order issued hereunder.

The Owner reserves the right to reject a contractor Proposal based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the Owner. The Owner also reserves the right to not award an order if the Owner's requirement is no longer valid or the Project is not funded. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Owner may pursue continuing valid requirements by other means where agreement was not reached with the Contractor.

E. Proposal Time Requirements:

- 1. Proposal Submittal:** Contractor shall submit the proposal for the Project on or before the due date stated in the Request for Proposal (RFP) (14 days maximum unless otherwise specified).
- 2. Request For Information (RFI) Submittal:** Contractor shall make a thorough analysis of each Job Order and submit all Requests For Information (RFI's) within 7 days after issuance of any RFP. Submission of RFI's shall in no way extend the proposal due date unless deemed necessary by the Owner Representative.
- 3. Proposal Review:** Contractor's project manager or agent shall be available for proposal review meetings within 24 hours of being notified by the Owner (via fax, e-mail, telephone, etc.). After review of the proposal, Contractor shall remove all inappropriate line items and adjust quantities as directed by the Owner Representative.
- 4. Proposal Modification:** Only on the Contractor's second proposal shall he be granted the opportunity to add new valid line items that may have been omitted from the first proposal. Contractor shall submit a revised proposal within 48 hours of proposal review meeting (unless otherwise specified). Upon review of revised proposal, the Contractor shall remove all line items or adjust quantities deemed inappropriate by the Owner Representative and re-submit the proposal within 24 hours. No new line items may be added to the proposal. No quantities increases or added modifiers will be accepted unless agreed to by the Owner during the second proposal review meeting.
- 5. Enforcement of Time Requirements:** The Proposal Time Requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive and could result in cancellation of the Contract. The Owner may also deem the Contractor to be non-responsive in regard to any future JOC Contracts.

F. Caution to Contractors:

The Contractor is cautioned in regard to proposals for Job Orders to be issued hereunder that when the word approximate is used in conjunction with measurements, quantities, dimensions, etc., it is the Contractors' responsibility to verify any and all such items prior to submission of the proposal. Contractors are also cautioned that any Job Order awarded is for all services or work, as necessary, to repair, and remodel the facilities covered by the contract in accordance with all contract terms and conditions. It shall also be the duty and responsibility of the Contractor to manage, conduct the required work in the most effective and efficient manner possible and to meet or exceed minimum critical rates or standards. In addition, the Contractor is cautioned that no claims for additional moneys will be entertained when such claim is based upon a contention the contract fails to mention



a specific item or component of facility covered by contract and the work is required in the normal course of operations. For example, surfaced area repair statements may not mention culverts. However, culverts are a normal component of roads, streets, or erosion controls and are shown on plots or maps provided. As culverts are a normal component of the system, the Contractor shall be responsible for providing all necessary repair, or replacement work or service.

- G. Computer Requirements:** The Contractor will be required to have a computer system with high-speed Internet access capable of operating the Owner-furnished JOC software.

3. THE OWNER

- 3.1 Ownership and Use of Documents:** All Drawings, Specifications and copies furnished are and shall remain property of the Owner. They are to be used with respect to this project and are not to be used on any other project. With the exception of one Contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner on request at completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's common law copyright of other reserved rights.

- 3.2 Interpretation:** If the Contractor observes any errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the Owner requesting clarification. If the Contractor proceeds with Work affected by such errors, discrepancies, or omissions, without having received such clarification, he so does at his own risk.

- 3.3 Information and Services Required of the Owner:** Information or services under the Owner's control shall be furnished with reasonable promptness to avoid delay in the orderly progress of the Work.

- 3.4 Owner's Right to Stop Work:** If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof until the cause for such order has been eliminated. The Contractor shall bear all costs of such Work stoppage unless it is determined by the Owner that no fault existed in the Contractor's Work. Any Work stoppage for the correction of defective Work or removal and replacement of unacceptable materials and equipment will not be considered as the basis for any time extension.

3.5 Occupancy of Work by Owner

- A. Use of Completed Work:** Whenever, in the opinion of Owner, the Work, or any part thereof, is in a condition suitable for use, and the best interest of Owner requires such use, Owner may take possession of, connect to, open for public use, or use the Work or such part thereof.

The use by Owner of the Work or part thereof as contemplated in this article shall in no case be construed as constituting acceptance of the Work or any part thereof. Such use shall neither relieve Contractor of any of his responsibilities under this Contract, nor act as a waiver by Owner of any of the terms and conditions hereof.

- B. Repairs or Renewals in the Work:** Prior to the date of acceptance of Work by Owner, all necessary repairs or renewals in the Work or part thereof so used not due to ordinary wear and tear, but due to defective material or workmanship or to the operation of Contractor, shall be made at the expense of Contractor.

- 3.6 Owner's Right to Carry Out the Work:** If the Owner determines that the Contractor, without just cause, fails or refuses to employ an adequate Working force, or to employ them for the maximum number of hours per day as permitted by law or by shifts of his working forces as would be sufficient, in the opinion of the Owner to complete the Work in accordance with the approved project schedule or within the time previously approved by the Owner for extension thereto, then after formal notice to the Contractor, the Owner shall have the right to complete the Work or have the Work completed by such means and in such manner, by Contract or otherwise as permitted by law, as the Owner may deem necessary and deduct the actual costs, including additional administrative cost, from the Job Order.



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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within 48 hours after written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after written notice and without prejudice to any other remedy the Owner may have, make good such deficiencies, including compensation for additional services for the Architect, Engineer, Construction Manager, Inspector, Staff, and for testing made necessary by such default, neglect or failure.

4. **CONTRACTOR**

4.1 **Examination of Work Conditions and Contract Documents:** Contractor agrees that prior to bidding he became familiar with Owner facilities and possible work locations, that he considered special work conditions, that he reviewed the Contract Documents, and that he became fully aware of the Work to be done. Contractor shall immediately report to the Owner, any error, inconsistency or omission he may or reasonably should discover.

4.2 **Supervision and Construction Procedures:** Unless personally present on the premises where the Work is to be done, Contractor shall designate and keep a Superintendent on the Work at all times during its progress. The Superintendent shall not be changed except with the consent of the Owner, acting through the General Services Director unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important decisions shall be confirmed in writing to the Contractor. **A Superintendent or designated Project Manager is required be responsive to the County within 1 hour in person to a San Luis Obispo County Job Order Facility or Project Site.** If the Superintendent proves to be unsatisfactory to the Owner, he shall be replaced within ten (10) days after written notice from the Owner to the Contractor.

The Contractor shall supervise and direct the Work, using the best skill and attention. He shall be solely responsible for all construction, methods, techniques, sequences and procedures and for coordinating all portions of Work under the Contract.

4.3 **Discipline and Order:** Contractor shall at all times enforce strict discipline and order among his employees.

4.4 **Unacceptable Employee of Contractor or Subcontractor:** Upon written notice to Contractor that any employee of the Contractor or any Subcontractor, including but not limited to the Superintendent, Foreman, Leadworker, Worker, or other person, is unacceptable to Owner, Contractor shall, if there is good and sufficient reason, immediately terminate the services of any such person on this Contract. Only competent and skilled workers shall be employed. If, in the opinion of the Owner, any worker is incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person shall be dismissed from the Work and shall not again be employed on it except with the Owner's express written consent.

4.5 **Inspection of the Work of Other Contractors:** It shall be the duty and responsibility of the Contractor and each subcontractor before beginning any Work, to examine all construction and Work of other Contractors and subcontractors that may affect his Work and to satisfy himself that everything is in proper condition to receive his Work. He shall notify the Owner in writing of any exception. Failure on his part to do so shall constitute acceptance of the construction as suitable in all ways to receive his Work.

4.6 **Legal Responsibility of Contractor:**

A. **Assignments:** Contractor shall not assign this Contract or any part thereof or any monies due or to become due thereunder without the prior written consent of Owner. Purported assignment without such consent shall be void. No such assignment shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the Work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials, and a further provision that said assignment is subordinate to rights of Owner under this Contract.

B. **Responsibility for the Work:** Contractor shall take and assume all responsibility for the Work. As between Contractor and Owner, Contractor shall bear all losses and damages directly or indirectly resulting to him, to Owner, or to others on account of the character or performance of the Work.



The Contractor shall be responsible to the Owner for the acts and omissions of his employees and all his subcontractors and their agents and employees and other persons performing any of the Work under Contract with the Contractor.

4.7 Fees, Permits, and Licenses: Contractor shall, at his expense as included in his Adjustment Factors, obtain all necessary encroachment and other permits and licenses, give all necessary notices, pay all direct and indirect fees required by law, and comply with all laws, ordinances, rules, and regulations relating to the Work and to the preservation of the public and safety. Certain fees, including utility company line extension fees will be paid by the Owner unless otherwise noted in the Specifications or Drawings.

4.8 Labor and Wages

General Prevailing Wage determined by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Section 1770, 1773, 1773.1, and 1773.2 shall be paid all workers employed on public work projects. Local prevailing wages were utilized in the development of unit prices contained in the Construction Task Catalog. Increases to prevailing wages during the Contract Period are a risk to the Contractor and should be considered in development of the Contractor's Adjustment Factors during bidding. No adjustments will be made to the Construction Task Catalog due to escalation of wages during the Contract Period.

- A. Restriction of Employees:** No person under the age of 16 years, or currently serving sentence in a penal or correctional institution, or an inmate of an institution for mental defective, or whose age or physical condition is such as to make his employment dangerous to his health or safety or the health or safety of others shall be employed to perform any Work under this Contract, except that physically handicapped persons otherwise employable may be employed under this Contract where such persons may be safely assigned to Work which they can ably perform. Any person who may be in the employ of Contractor and whom Owner may deem incompetent or unfit shall be dismissed from the Work and shall not again be employed on it except by the express written consent of Owner.
- B. Legal Day's Work and Standard Work Week:** Eight hours of labor shall constitute a legal day's work upon all Work done under this Contract, and forty hours per week shall constitute a standard work week.
- C. Classification of Labor:** Claims and disputes pertaining to classification of labor employed on the Work under this Contract shall be decided by Owner whose decision shall be final and binding on parties hereto.
- D. Penalties:** Contractor shall comply with Articles 2 and 3 of Chapter 1, Part 7, Division 2 of the California Labor Code regulating wages and working hours on public works. In accordance with Articles 2 and 3, Contractor shall forfeit to Owner as a penalty \$50.00:
 - 1. For each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under this Contract by him or by any subcontractor under him;
 - 2. For each worker employed in the execution of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of said Article 3.
- E. Prevailing Rate of Locality:** Pursuant to the statutes of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rate of wages in the locality in which the Work on the project is to be performed for each craft, classification or type of worker needed to execute this Contract. The prevailing rates so determined are on file with the County Clerk available for public inspection and said rates are hereby made a part of this specification.
- F. Payment of Minimum Rates:** It shall be mandatory upon Contractor and upon any subcontractor under him to pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of this Contract.



- G. Classification Not Covered by Prevailing Rate:** Any laborer or mechanic employed to perform Work on the project under this Contract, which Work is not covered by any of the stipulated classifications, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to the Work to be performed by him, and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event of any dispute on that question, the question and the information, shall be referred for determination to the Board of Supervisors or to any person designated by the Board of Supervisors whose decision on the question shall be conclusive on the parties to this Contract with the same effect as if the Work performed by such laborer or mechanic has been classified and the minimum rate specified herein.
- H. Claims for Additional Compensation:** The specified wage rates are minimum only, and Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rate contained in the Contract Documents. All disputes in regard to the payment of wages in excess of those specified in the Contract Documents shall be adjusted by Contractor.
- I. Underpayment of Wages:** Contractor agrees that in case of underpayment of wages to any worker on Work performed pursuant to this Contract by Contractor or any subcontractor, Owner may withhold from Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked, and Owner may disburse such amount so withheld by it for and on account of Contractor to the employee to whom such amount is due. Contractor further agrees that any amount withheld pursuant to this paragraph shall be in addition to the percentages or amounts which may be retained by Owner pursuant to law or other provisions of this Contract.
- J. Wage Rate for Craft Not Listed:** In case Owner orders Contractor to perform Work which may make it necessary for Contractor or any subcontractor under this Contract to employ in the performance of such Work any craft, classification or type of worker for which no prevailing wage rate is herein specified, Owner will include in the Job Order for such Work the prevailing wage rate for such craft, classification or type, and, insofar as such Work is concerned, there shall be paid each worker engaged in the Work in such craft, classification or type not less than the prevailing wage rate so included.
- K. Employees on Payrolls:** Contractor shall not carry on his payrolls any person not employed by him, nor shall he carry on his payrolls employees of a subcontractor. Subcontractor's employees must be carried only on the payrolls of the employing subcontractor.
- L. Work After Normal Working Hours:** Any Work necessary to be performed after Normal Working Hours or on Sundays or other legal holidays shall be identified by the Contractor during Proposal development and shall be approved by the Owner. CTC tasks to complete said Work shall be multiplied by the applicable Other than Normal Working Hours Adjustment Factor. Once a Job Order has been issued, no additional expense to the Owner shall be considered for Work performed after Normal Working Hours by the Contractor in order to meet the scheduled Project Duration.
- M. Records of Hours Worked and Wages:** Contractor shall maintain records of the hours and wages of his employees, and such records shall be open at all times for inspection by the Owner and/or the Division of Labor Statistics and Law Enforcement, in accordance with Section 1812 and 1776 of the California Labor Code.
- N. Employment of Apprentices:** Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

The Contractor and subcontractor under him shall comply with the requirements of Sections 1776, 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.



- O. **Travel and Subsistence Pay:** Travel and subsistence payments shall be in accordance with Section 1773.8 of the Labor Code.
- 4.9 **Labor Disputes:** Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work of the Contract, the Contractor shall immediately give notice thereof to the Owner. The Contractor shall then confirm the notice in writing within 24 hours of giving thereof, and shall include all relevant information with respect thereto. No claims will be accepted or costs incurred as a result of jurisdictional or labor practice disputes.
- 4.10 **Contractor's Use of Site:** Contractor shall confine all apparatus, material, and equipment required in the performance of this Contract to the limits indicated by law, ordinances, permits, or directions of Owner, and shall not unreasonably encumber the premises therewith. Material and equipment shall be brought and used upon the premises in such manner as to leave driveways and parking areas for regular use of the public and employees of Owner.
- A. **Protection of the Public and Adjacent Public Property:** All laws and ordinances for the protection of the public shall be complied with. The Contractor shall be responsible for any damage of any kind to adjacent property. The Owner may reject any means, methods, techniques, sequences, or procedures proposed by the Contractor which might constitute or create a hazard to the Work or to persons or property, or which will not provide Work in accordance with the Contract Documents. However, neither the acceptance nor the failure to reject any means, techniques, sequences and procedures by the Owner shall relieve the Contractor of his responsibilities to safely and properly complete the Work.
- B. **Use of Streets and Sidewalks:**
1. **Obstruction or Interference with Travel:** Contractor shall not unnecessarily, in the judgment of Owner, obstruct or otherwise interfere with travel over any public streets, way or sidewalk, nor shall Contractor store, stockpile or place thereon any equipment, materials or supplies without first obtaining the authorization of Owner, and then only within such limits as Owner may designate.
 2. **Vacate for Public Use:** Those parts of public streets, ways and sidewalks that are occupied by Contractor shall be immediately vacated by Contractor and returned to public use when Contractor's use thereof is no longer necessary for the prosecution of the Work.
- 4.11 **Safety Precaution and Programs:** The Contractor expressly undertakes, both directly and through his subcontractors, to take every precaution at all times for the protection of persons, including employees, and property. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- 4.12 **Emergency Safety Action:** In an emergency affecting the safety of life or property, including adjoining property, Contractor, without special instructions or authorization from Owner, is authorized to act at Contractor's discretion to prevent such threatened loss or injury. Contractor shall also so act if instructed to do so by Owner.
- 4.13 **Cleaning Up:** If a dispute arises between separate Contractors as to their responsibility for cleaning up, or the Contractor fails to maintain the Work in a clean and safe manner in the opinion of the Owner, the Owner may clean up and charge the cost thereof to the Contractor.
- 4.14 **As-Built Drawings and Specifications:** The Contractor shall maintain one extra set of working drawings and specifications at the site of the Work at all times. The following shall be inserted and dimensioned on said drawings and specifications in RED during Work progress: exact locations of all pipes and conduits, all changes in construction, materials and installed equipment. Upon Substantial Completion of the Work, as-built drawings shall be documented on AutoCAD 2013 or other approved format and returned to the Owner's designated Representative for the project.



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- 4.15 Access to Work:** The Owner and his agents shall at all times have complete access to the Work wherever it is in preparation and progress. When directed by the Owner, the Contractor shall provide facilities for such access so that the Owner and his agents may observe the Work and perform necessary or desired inspections, monitoring, and testing to assure compliance with the Contract Documents.
- 4.16 Patent Fees and Infringement:** All fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with the doing of Work for a Job Order, or any part thereof, shall be included in the Proposal price for doing the Work herein proposed, and Contractor and his sureties shall protect and hold any and all departments of Owner, together with all its officers and employees, harmless against any and all demands made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention, patent, copyright, or trademark, or growing out of any alleged infringement of any inventions, patent, copyright, or trademark; and before the final payment is made on account of said Job Order, Contractor shall furnish acceptable proof to Owner of a proper release from all such fees or claims.

5. SUBCONTRACTORS

- 5.1 Subcontracting:** If Contractor shall subcontract any of the Work under this Contract, Contractor shall be as fully responsible to Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by his subcontractor, as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Owner. Contractor shall bind every subcontractor (and every subcontractor of a subcontractor) by the terms of this Contract applicable to his Work unless specifically noted to the contrary in the sub-contract in question approved in writing by Owner.
- 5.2 Loss or Damage to Subcontractor:** If, through acts of neglect on the part of Contractor, any other Contractor, subcontractor or man shall suffer loss or damage on the Work, Contractor agrees to settle with such other Contractor, subcontractor or worker by agreement or arbitration. If such other Contractor, subcontractor or worker shall assert any claim against Owner on account of any damage alleged to have been so sustained, Owner shall notify Contractor, who shall defend, indemnify and save harmless Owner against such claim.

6. ADMINISTRATION OF THE CONTRACT

- 6.1 Owner's Representative:** The Owner's Representative is the person or entity who has been identified in writing by the Owner to serve as the designated Owner's Representative for each Job Order. The Owner's Representative is the single point of contact for each Project. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. When the Owner's Representative is an entity, other than a singular person, the term includes the designated Owner's Representative acting through his authorized representatives as indicated to the Contractor in writing or whenever change in personnel assignments occur. The Owner's Representative may be an employee of the Owner, or may be a consultant hired by the Owner and designated to act as Owner Representative for a given Project.

The Owner's Representative will provide the general administration support services for the Work as herein described.

The Owner's Representative will be responsible for Project development and Scope of Work. He will conduct the Joint Scope Conference and prepare and issue the Request for Proposal to the Contractor. He will review Proposals, direct Contractor to make Proposal adjustments as necessary, and approve Proposals. He will make recommendations to the Owner to issue Notices to Proceed for approved Proposals.



In the event Owner has not hired an Architect or Engineer for a Job Order under this Contract, the Owner's Representative will be the interpreter of the requirements of the Job Order. Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued by the Owner and in accordance with any schedule agreed upon. The Contractor shall submit dated Requests for Clarification to the Owner's Representative for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents. The Contractor shall execute and complete the Work in accordance with such interpretations. The Owner's Representative shall not be liable to the Contractor for the result of any interpretation or decisions rendered in good faith in such capacity.

The Owner's Representative will represent the Owner during construction until final payment and shall have the responsibility to monitor the Work of the Contractor. His activities shall in no way supersede or dilute the Contractor's obligation to perform the Work in conformance with all Contract requirements, but he is empowered, by the Owner, to act on its behalf with respect to the proper execution of the Work and shall give instructions to require such corrective measure as may be necessary, in his opinion, to ensure the proper execution of the Contract or to protect the Owner's interest. Except as otherwise provided herein, the Owner's Representative shall determine the amount, quality, acceptability, fitness and progress of the Work covered by the Contract without, however, assuming any of the Architect or Engineer' statutory or customary obligation, if applicable.

The Owner's Representative will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations, he will monitor progress of the Work.

The Owner's Representative will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precaution and programs in connection with the Work, since these are solely the Contractor's responsibility. Owner's Representative will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner's Representative will not have control or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other persons performing portions of the Work.

The Owner's Representative shall be deemed to be the owner's designated representative to the extent set forth below and elsewhere in this Contract. The Owner's Representative shall have no authority to obligate or otherwise bind the Owner.

The Owner's Representative shall review and monitor the Contractor's Work and construction schedule and establish specific measures and actions which the Contractor shall take to maintain the current approved schedule.

The Owner's Representative shall examine the Contractor's Work to determine if the construction conforms to the requirement of this Contract (provided, however, that such action by the Owner's Representative shall not supersede or diminish the Contractor's obligation to furnish materials and perform the Work in conformity with all requirements of this Contract).

The Owner's Representative shall determine any corrective measures which may be necessary to bring the Contractor's performance into conformity with Contract requirements.

The Owner's Representative shall monitor the Contractor's performance in coordinating the Contractor's Work under this Contract with the Work being performed or to be performed by other separate Contractors.

The Owner's Representative may recommend suspension of the Work whenever suspension may be necessary to ensure the proper execution of the Work.

The Owner's Representative shall establish and recommend administrative procedures for coordinating Project activities.



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The Owner's Representative shall monitor the Contractor's submittal schedule. The Owner's Representative will review and approve, or take other appropriate action, on Contractor's Submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Owner's Representative approval of a specific item shall not indicate approval of an assembly of which item is a component.

The Owner's Representative shall coordinate the activities of the Resident Inspector with the activities of the Contractor.

The Owner's Representative shall coordinate the activities of the Testing Agencies with the activities of the Contractor.

The Owner's Representative shall review all requests or recommendations for changes affecting this Contract, review proposals, assist in negotiating and submit recommendations thereon to the Owner.

The Owner's Representative shall approve the qualifications of Subcontractors or Suppliers wherever submittal of Subcontractors and Suppliers are required to be furnished under this Contract.

The Owner's Representative shall be responsible to obtain all written guarantees and warranties which the Contractor is required to furnish under this Contract.

The Owner's Representative may call meetings which shall be attended by the Contractor, Subcontractors and material Suppliers, as he may deem necessary.

The Owner's Representative shall, at all times, have access to the Work wherever it is in preparation and progress. When directed by the Owner's Representative, the Contractor shall provide facilities for such access so the Owner's Representative may perform his functions under the Contract Documents. The Owner's Representative shall have the authority to reject Work which does not conform to the Contract Documents and to require any Special Inspection and Testing.

The Owner's Representative shall review all applications by the Contractor for progress payments and final payment and make recommendations for approval thereof in accordance with the Owner's procedures.

The Owner's Representative will conduct inspections to determine the dates of Substantial Completion and Final Completion and will receive and review written warranties and related documents required by the Contract and assembled by the Contractor.

In the event any claim is made or any action brought in any way relating to the design or construction of the Project, the Owner's Representative will render to the Owner any and all assistance required for resolution.

The Owner's Representative may perform additional functions, including functions for which other authorized representatives may be designated by the provisions of this Contract.

It shall be the duty of the Contractor to comply with all procedures established and implemented by the Owner's Representative as stated above. In the event any such procedures are at a variance with other provisions of the Contract Documents, the procedures described above shall prevail.

In no event shall any act or omission on the part of the Owner's Representative relieve the Contractor from his obligation to perform his Work in full compliance with the Contract.

6.2 Architect or Engineer: In the event that Owner has hired an Architect or Engineer for a Job Order under this Contract, the following paragraphs shall apply.

The Architect or Engineer is the person lawfully licensed to practice Architecture or Engineering in the State of California and who has entered into an agreement with the Owner to serve as Architect or Engineer respectively for the Work or the Architect or Engineer may be an employee of the Owner or other governmental entity.



In the case of the termination of the employment of the Architect or Engineer, the Owner may retain a different Architect or Engineer. The status under the Contract of the new Architect or Engineer so retained shall be the same as that of the former Architect or Engineer. The Owner shall notify the Contractor whenever the Architect or Engineer is replaced.

The Architect or Engineer shall at all times have access to the Work wherever it is in preparation and progress. When directed by the Owner's Representative, the Contractor shall provide facilities for such access at the Contractor's cost so the Architect or Engineer may perform his functions under the Contract Documents. The Architect or Engineer will be the interpreter of the requirements of the Drawings and Specifications. Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Architect or Engineer through the Owner and in accordance with any schedule agreed upon. The Contractor shall submit dated Requests for Clarification through the Owner's Representative to the Architect or Engineer for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents. The Contractor shall execute and complete the Work in accordance with such interpretations. The Architect or Engineer shall not be liable to the Contractor for the result of any interpretation or decisions rendered in good faith in such capacity.

The Architect or Engineer shall assist the Owner in preparation of Job Orders and he shall decide all other questions of design intent in connection with the Work.

It shall be the responsibility of the Architect or Engineer to assist in interpretation and render opinions in regard to all claims to the Owner or Owner's Representative involving question of the intent of the drawings and specifications. Such opinions and interpretations, together with the reasons therefore, shall be furnished in writing by the Architect or Engineer to the Owner, for issuance to the Owner's Representative and Contractor, within ten (10) days after a request is made thereof.

Neither the Contractor, the Owner's Representative nor the Owner shall be bound by any determination, interpretation or opinion of the Architect or Engineer if it is determined that such is not in accord with the true intent of the Contract Documents. The party taking issue with the determination, interpretation, or decision of the Architect or Engineer shall give the other party or parties, as the case may be, written notice of such fact within ten (10) days after the determination, interpretation, or opinion rendered by the Architect or Engineer.

The Architect or Engineer may recommend suspension of the Work whenever suspension may be necessary to ensure the proper execution of the Work.

The Architect or Engineer will review and approve, or take other appropriate action, on Contractor's Submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect or Engineer approval of a specific item shall not indicate approval of an assembly of which item is a component.

The Architect or Engineer along with the Owner's Representative will conduct inspections to determine the dates of Substantial Completion and Final Completion and will receive and review written warranties and related documents required by the Contract and assembled by the Contractor.

Architect or Engineer shall prepare and deliver to the Owner a set of reproducible mylar record construction drawings and record construction specifications showing significant changes in the Work during the construction process based upon marked up prints of drawings and other data provided by the Contractor through the Owner's Representative.

The Architect or Engineer will communicate with the Contractor through the Owner's Representative.



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The Architect or Engineer will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect or Engineer will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an Architect or Engineer, he will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

The Architect or Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precaution and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect or Engineer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect or Engineer will not have control or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other persons performing portions of the Work.

The Architect or Engineer has no authority to issue Job Orders. All Job Orders, including modifications thereto shall be approved and issued by the Owner to the Contractor through the Owner's Representative.

6.3 Documents Issued After Contract Award

A. **Change Orders (CO)**: Generally, since the Contractor is responsible to perform all items included in the Construction Task Catalog or items included as Non-Prepriced Items, Change Orders will not be issued. If the Owner so desires, changes and/or modifications to the Construction Task Catalog may be made through mutual consent.

6.4 Documents Issued After Job Order Award

A. **Field Orders**: The Owner shall retain the right to issue Field Orders to the Contractor describing changes necessary or desirable to the Work that may not involve additional cost or extension of the Project Duration. Field Orders shall be promptly executed and are not grounds for adjustment to the time or cost of the Job Order. Should the Contractor determine that there is time or cost impact to the Job Order due to the Field Order, he shall immediately notify that fact in writing to the Owner, describing the anticipated impacts. Each Field Order shall receive a written response from the Contractor, acknowledging receipt, describing the action and time of completion for the Work. A subsequent written notice shall be submitted by the Contractor to the Owner upon completion of the Work required by the Field Order stating that the Work is complete and ready for inspection.

B. **Owner's Directives**: The Owner reserves the right to issue Owner's Directives to require correction or repairs to the Work, or to require the Contractor to bring into conformity with any laws, codes, ordinances, safety orders or practices determined to be deficient at the work site and surrounding areas affected by the Work, or to correct deficiencies in the Work in regard to compliance with the Contract Documents. Owner's Directives shall be promptly executed and are not grounds for adjustment to the time or cost of the Job Order. Each Owner's Directive shall receive a written response from the Contractor, acknowledging receipt, describing the action and the time of completion for the Work. A subsequent written notice shall be submitted by the Contractor to the Owner upon completion of the Work required stating that the Work is complete and ready for inspection.

C. **Requests for Information (RFI)**: The Contractor will address all Requests for Information and questions to the Owner's Representative. The Owner will respond with clarifications in a reasonable time. It is incumbent upon the Contractor to submit RFIs in a timely manner. RFIs shall not constitute justification for a time extension to the Job Order.

D. **Supplemental Job Orders (SJO)**: The Owner reserves the right to require the Contractor to process and implement Supplemental Job Orders pursuant to identified changes in the Scope of Work in a timely fashion. Provisions for supplemental Job Orders and methods of implementation are described in 00700 General Conditions Article 7. Changes in the Work.



- E. Time Extensions (TE):** A Time Extension to increase the Project Duration may be issued if the Contractor can demonstrate to the satisfaction of the Owner through Critical Path Method (CPM) techniques that changes to the work or other acceptable circumstances have resulted in the need to extend the Project completion date.

7. CHANGES IN THE WORK

- 7.1 Generally:** Changes in the Scope of Work for a Project are accommodated through the issuance of a Supplemental Job Order. The Owner reserves the right to make changes to a Job Order at any time prior to the acceptance of the project without voiding the Job Order, and Contractor shall comply with such order. Contractor may request changes to the Job Order, but shall not act on the changes until approved in writing by Owner. Any change made without authority in writing from Owner shall be the responsibility of Contractor, and no increase in compensation will be made for a change involving greater expense to Contractor and changes involving greater or lesser expense may be rejected by the Owner with the consequent responsibility of Contractor to replace at his own expense the changed Work with that originally specified.

Whenever the necessity for change arises, and when so ordered by the Owner in writing, Contractor shall take all necessary steps to halt such other Work in the area of the change that might be affected by the ultimate change. Changed Work shall be performed in accordance with the original Contract requirements. Except as herein provided, Contractor shall have no claim for any other compensation due to change in the Work.

- 7.2 Changes to the Scope of Work:** When changes to the Scope of Work are identified, the Owner will create a new Supplemental Job Order to be issued in accordance with the ordering procedures. The Owner will submit to the Contractor a Request for Proposal with a new Scope of Work to accommodate the changes only, the Contractor will prepare a proposal, and once approved by the Owner, a new lump sum Job Order will be issued.

The change may be in the form of a net credit issued by the Owner to account for assessment of liquidated damages or to adjust the Job Order as a result of reduction in the Scope of Work or construction deficiencies. An example of a construction deficiency circumstance would be if after inspection the Owner determines that it is undesirable to replace a defective or damaged material, or if the Contractor installed a lesser product; the equitable compensation for which shall be determined by the Owner.

- 7.3 Minor Changes in the Work:** The Owner retains the right to request the Contractor to make minor changes in the Work by a Field Order and/or by an Owner's Directive. Minor changes generally do not impact the cost of the performance of the Work or detrimentally or significantly impact the Contract time.

- 7.4 Emergency Changes:** Changes in the Work made necessary due to unforeseen site conditions, discovery of errors in plans or specifications requiring immediate clarification in order to avoid a serious work stoppage or changes of a kind where the extent cannot be determined until completed or under any circumstances whatsoever, when deemed necessary by the Owner, are types of emergency changes which may be authorized by the Owner in writing to Contractor. Contractor shall commence performance of the emergency change immediately upon receipt of a written Emergency Order. Compensation for the Emergency Order shall be in accordance with the Construction Task Catalog and terms and conditions of the Contract.

- 7.5 Adjustment of Project Duration and Allowable Time Extensions:** For adjustments to Project Duration, whether granted as a result of changed Work or at the request of the Contractor, see 00700 General Conditions Article 8. Project Duration.

7.6 Failure to Agree to Cost

- A. For Added Work:** Unless otherwise stated in the Request for Proposal, the Contractor shall submit a Proposal for changed work within 48 hours of receipt of an RFP. Following proposal review, the Contractor shall have 24 hours to submit a proposal acceptable by the Owner. If an acceptable proposal is not submitted, the Owner may prepare the proposal by identifying line items and quantities to be used, or in the case of non-prepriced tasks, obtaining quotations. The Contractor



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shall have 24 hours in which to respond to the Owner's proposal, otherwise the Owner may issue a unilateral Job Order for the stipulated fixed price. Notwithstanding the failure of the Owner and Contractor to agree as to the cost of changes to the work, Contractor, upon written Field Order so directing from Owner, shall proceed immediately with the changed Work.

- B. For Deleted Work:** When a proposed Supplemental Job Order contains a credit for deletion of any Work and the Owner and Contractor are unable to agree upon the cost thereof, the Owner's estimate shall be deducted from the Contract price and may be withheld from any payment due Contractor until Contractor presents proof that the Owner's estimate was in error. The amount to be deducted shall be in accordance with the Proposal submitted for the Job Order.

8. PROJECT DURATION

- 8.1 Commencement and Completion of Work:** The Job Order shall commence in accordance with the date stated in Owner's Notice to Proceed, and shall be completed by Contractor within the Project Duration and in accordance with the construction schedule approved by the Owner during the Proposal phase of the Job Order, plus any Time Extensions granted.

8.2 Adjustment of Project Duration and Allowable Time Extensions

- A. Measurement Basis:** Adjustment in Project Duration will be on a calendar day basis, except that if the new Project completion date falls on a Saturday, Sunday, or legal holiday, it shall be extended through the next full working day.
- B. Change in Work:** For any change in the Work, Contractor shall be entitled only to such adjustments in time by which completion of the entire Work is delayed due to performance of the changed Work. Contract float time is jointly owned as a resource and shall be consumed on a first-come, first served basis. No extension of time will be granted unless Contractor demonstrates to the satisfaction of the Owner that he has made every reasonable effort to complete all Work under the Job Order not later than the date prescribed or as soon as possible thereafter. No extension of time shall be granted for a change in the Work until all float time is consumed and the Contractor demonstrates to the satisfaction of the Owner by means of a Proposed Revised Project Schedule that he is making, or has made, every reasonable effort to guarantee completion of the additional Work called for by the change within the time originally allotted for the Job Order.
- C. Weather Delays and Unusual Circumstances:** Contractors shall not be assessed with liquidated damages, nor the actual cost of engineering and inspection during any delay in the completion of the project caused by acts of God, the public enemy, fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusual action of the elements; provided that Contractor shall notify the Owner in writing of the causes of delay within fifteen days from the beginning of any such delay. The Owner shall determine the facts with regard to the delay and determine a reasonable period of time by which the date of completion shall be extended by reason thereof. The findings of the Owner shall be final and conclusive.

If adverse weather conditions are the basis of a claim for additional time, such claim shall be documented by data substantiating the weather conditions were abnormal for the month they occurred and that the weather conditions had an adverse impact on the timely performance of the Work beyond the control of the Contractor.

The term "unusual action of the elements" is limited to extraordinary adverse weather conditions or conditions immediately resulting therefrom which cause a cessation in the progress of the Work which will delay the time of completion of the Contract.

Contractor shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions which are normal for the locality of the site. The time period for completion of each Project shall be determined with consideration given to the twenty-year average rainfall statistics and usual industrial conditions prevailing in the locality of the site as documented by the National Weather Service.



- D. Emergency Changes and other Delays:** If Contractor is delayed in completing the Work by reason of any act of the Owner or its Agents not provided by the Contract, or by reason of changes made pursuant to 6.5 Emergency Changes without agreement being reached as to any time adjustments, the time for completion of the Work shall be extended for a period commensurate with the delay. Contractor shall notify the Owner in writing of the causes of the delay within the time period specified above which shall be subject to the same determinations as above stated.
- E. Requests by Contractor:** Even though Contractor has no right to an extension of time for completion of the Work, the Owner may extend the time at the request of Contractor if the Owner determines it to be in the best interest of the Owner. If the time is extended at the request of the Contractor, the Owner may charge damages as allowed in Article 7.3 Work Not Completed in Time and Assessment of Damages.
- F. Extensions due to Litigation:** Should the Owner be prevented or enjoined from proceeding with Work either before or after the start of construction by reason of any litigation or other reason beyond their control, Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the Work will be extended to such reasonable time as the Owner may determine. Any such determination will be set forth in writing.

8.3 Work Not Completed in Time and Assessment of Liquidated Damages: Time is of the essence hereto. If the Work for a Job Order is not completed in accordance with the Project Duration, the Owner shall have the right to extend the time for completion if it determines such extension to be in the best interest of Owner; and in case the Owner decides to extend the time limit for the completion of the Job Order, it shall have the further right to charge liquidated damages to the Job Order Contractor, his executors, administrators, heirs, assigns, or sureties, all or any part, as it may deem proper, of the actual costs of engineering, inspection, supervision, incidental, and other overhead expenses that are directly chargeable to this Contract that accrue during the period of such extension, and to deduct the amount thereof from the final payment for the Job Order; provided, however, that the cost of the final inspection survey and the preparation of the final Notice of Completion will not be included in such charges, OR;

It is agreed that Contractor shall pay as fixed and liquidated damages, not as a penalty, a sum to be determined on a Job Order basis for each calendar day of delay until the Work is completed and accepted, and Contractor and his surety shall be liable for the amount thereof, the Owner may deduct said sums from any money due or that may become due Contractor; provided, however, that the cost of the final inspection survey and the preparation of the final Notice of Completion will not be included in such charges. The Contractor shall not be charged liquidated damages because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (including, but not restricted to, acts of God, the public enemy, fire flood, epidemic, quarantine restriction, strike, freight embargo, or and unusual action of the elements; provided that the Contractor shall, within fifteen (15) days from the beginning of any such delay, notify Owner in writing of the cause of the delay; whereupon Owner shall ascertain the facts and the extent of the delay and extend the time for completing the Job Order when in its judgment the findings of fact justify such an extension. Owner's findings of fact thereon shall be final and conclusive on the parties hereto.

9. PAYMENT AND COMPLETION

9.1 Payments

- A. Partial Payment Policy:** Projects with a Construction Duration of less than 45 calendar days shall receive a single payment upon project completion. Projects with a Construction Duration of 45 days or greater shall be subject to monthly payment applications.
- B. Schedule of Major Parts (Projects 45 days or greater):** Before any partial payment under this Contract becomes due, Contractor shall prepare a schedule of the estimated values of each of the various major parts of the Project and the total of all parts which shall equal the Job Order sum. Said schedule shall be on a Payment Request Form supplied by the Owner and shall be subject to Owner's approval. The values in said schedule shall then be used by the Owner for verifying the amount of each progress payment.



- C. Application for Payment:** Upon completion of Projects scheduled less than 45 calendar days or once each month for projects scheduled 45 days or greater, the Contractor shall prepare and forward to Owner a payment application. Partial payment applications shall include statement in writing, updating the approved Schedule of Major Parts, indicating the total amount of the Work done and the acceptable materials furnished and delivered by Contractor on the ground and not used, or acceptable materials furnished and stored (if such storage is subject to or under the control of Owner), for use in the performance of this Contract to the time of such statement and the value thereof. Payment of undisputed Contract amounts is contingent upon the Contractor furnishing the Owner upon request with a release of all claims against the Owner arising by virtue of this Contract related to those amounts. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the question of the release as provided upon the Schedule of Major Parts.
- D. Payment Processing:** Per section 20104.50 of the Public Contract Code:
- 1. Review by Owner:** Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - 2. Rejected Payment Request:** Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
 - 3. Interest:** The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement.
 - 4. Progress Payment:** A "progress payment" includes all payment due Contractors, except the portion of the final payment designated by the Contract as "Security."
- E. Retaining Five Percent As Security:** Owner may retain five (5%) of the value of the Work done, and five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of this Contract by Contractor.
- Upon General Services Director's written approval of Contractor's statement, the Owner may, within 30 days of receipt, pay to Contractor, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of law or of this Contract. No such statement or payment shall be construed to be an acceptance of any defective Work or improper materials.
- F. Correction of Statement and Withholding of Payment:** No inaccuracy or error in said statement shall operate to release Contractor or any surety from damages arising from such Work or from enforcing each and every provision of this Contract. The Owner shall have the right to adjust any payment request, or to recover any payment made for Work performed, so long as any lawful or proper direction concerning the Work or any portion thereof given by Owner shall remain uncompleted.
- G. Withholding Additional Amounts:** In addition to the amounts which Owner may retain as provided hereinabove, Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor as in its judgment may be necessary to cover:
1. Payments which may be past due and payable for just claims against Contractor or any subcontractor for labor or materials furnished in or about the performance of the Work on the project under this Contract;
 2. For defective Work not remedied;
 3. For failure of Contractor to make proper payments to any of his subcontractors; and
 4. Reasonable doubt that the Contract can be completed for the balance then unpaid.



- H. **Disbursement of Withheld Amounts:** Owner may apply such withheld amount or amounts to the payment of such claims, in its discretion. In so doing, Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under this Contract by Owner to Contractor, and Owner shall not be liable to Contractor for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. Owner will render to Contractor a proper accounting of such funds disbursed on behalf of Contractor.
- I. **Liens and Stop Notices:**
1. **Withholding by Owner:** Should Stop Notices be filed with the Board of Supervisors or County Auditor/Controller, the Owner shall withhold the amount required from payments until such claims shall have been resolved pursuant to law, (Civil Code Section 3179, et seq). General Services will not be responsible for the filing of Stop Notice on behalf of any Claimant.
 2. **Certified Copy:** Upon filing a Stop Notice, the Claimants shall provide a certified copy of the copy of the Stop Notice to the Department of General Services as prescribed in **General Conditions Section 12.2, Notices**. Failure to provide a copy to General Services may impact the effectiveness of the ability of the Owner to withhold funds in a timely or effective manner.
 3. **Unconditional Waivers and Release of Liens:** At the election of the Owner, Contractor shall provide, within ten (10) days of receipt of each progress payment, unconditional waivers and release of lien rights, signed by Contractor and each of its subcontractors and materials suppliers, in the form established therefor by Section 3262 of the Civil Code of the State of California.

9.2 **Job Order Completion**

- A. **Substantial Completion:** When the Contractor feels that the Work is substantially complete and at least 30 days prior to the completion date established in the Notice to Proceed plus any Time Extensions granted, the following items shall be submitted:
1. **Request for Inspection for Substantial Completion of the Work:** The Contractor shall, in writing, submit a request for an inspection for Substantial Completion of the Work. The Owner shall determine the validity of the request and respond stating a time and date of the inspection, including for attendance by any Consultants responsible for review of the Work and other parties as the Owner may desire in attendance.
 2. **Contractor's Punch List:** A Punch List of items to be completed and/or corrected shall be prepared by the Contractor and presented to the Owner with the Request for Inspection. The Contractor shall certify that the remaining items of Work shall be completed within 30 days and that the remaining items of Work do not in any way negatively impact the Owner's full and complete use of the Work. Failure to include any items on the punch lists shall not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.
 3. **Closeout Submittals:** Prior to the Substantial Completion Inspection and within sufficient time for review by the Owner, the Contractor shall submit all record drawings, catalog data, complete operating and maintenance instructions, certificates, warranties, written guarantees and related documents as required by the Contract.
- B. **Owner Inspection and Final Punch List:** The Owner shall review the submittals, and if the Request for the Inspection is valid, conduct an inspection of the Work. The Owner shall review the Punch List, incorporating additional comments from the inspection for completion and/or correction by the Contractor for a Final Punch List.
- C. **Final Completion and Acceptance of the Work (Job Order):** The General Services Director, upon agreeing that the Work is complete after completion of all Final Punch List items, and upon receipt of the fully executed Affidavit of Final Payment and the required Maintenance Bond and in accordance with all other provisions for project close out described in 8.2,C. Final Completion and Acceptance of the Work, shall issue a Certificate of Completion to the Contractor and present a recommendation for acceptance of each Job Order of a Notice of Completion and Acceptance by the Director of General



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Services. Final Completion and Acceptance of the Job Order shall be made in accordance with the following steps and conditions:

1. **Contractor's Notice of Final Completion:** Within 30 days of the Request for Inspection and upon completion of all of the Final Punch List items, the Contractor shall submit a "Contractor's Notice of Final Completion" in conformance with the Final Close Out Procedures within the Contract Documents, indicating that the Work is complete and ready for final inspection and acceptance. Failure by the Contractor to complete any items on the Final Punch List within 30 days of the request for Substantial Completion Inspection enables the Owner to require performance of same by the Contractor's Surety or otherwise arrange for completion of those items of Work and to deduct all costs thereof, as well as any liquidated damages or actual damages incurred from the Final Payment by means of deductive Supplemental Job Order.
2. **Final Inspection:** Upon receipt of "Contractor's Notice of Final Completion" the Owner shall promptly make final inspection.
3. **Contractor Close Out Documents:** Contractor shall submit the following to the Owner before Final Inspection and after required corrections and/or repairs have been made:
 - a. **Affidavit for Final Payment:** After the completion of the Work of this Contract, the Contractor shall file with the Owner his affidavit sworn to before a notary public stating that all workers and persons employed, all firms supplying the materials and all subcontractors upon the project have been paid in full and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in connection with which notices to withhold have been filed under the statutes of the State of California. The filing of such affidavits by the Contractor shall be required prior to Contractor's receipt of the final payment on this Contract.
 - b. **Guarantees:** Contractor shall submit a Guarantee in accordance with Division **00600 Guarantee for Total Work** of these Contract Documents, and any additional Guarantees required by the technical provisions of the Contract Documents.
 - c. **As-Built Drawings and Specifications:** Contractor shall submit As-Built Drawings and Specifications in accordance with **General Conditions Article 3.15 As-built Drawings and Specifications**.
 - d. **Maintenance Bond:** Contractor shall furnish evidence of inclusion of the Job Order under the Maintenance Bond, secured from a surety company admitted in the State of California and satisfactory to the Owner. Said bond shall protect the Owner against the result of faulty material or workmanship and shall remain in effect for a period of one year after execution of the Notice of Completion and Acceptance for the Job Order.
4. **Owner's Final Certificate of Completion:** Following satisfactory completion of the above, the Owner shall file a certificate, over the County Director of General Services signature, stating the Work has been given a final inspection and is approved by him, that the above required documents have been submitted, and that the Work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof.
5. **Notice of Completion and Acceptance:** The Notice of Completion and Acceptance shall be executed by the Owner stating the final completion date and defining the project and the parties of the Job Order.

Execution of the Notice of Completion and Acceptance shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.
6. **Certificate of Final Payment:** Thirty-five (35) days after the filing of the above described Notice of Completion and Acceptance of Job Order, the County General Services Director shall present a "Certificate of Payment" to the County Auditor stating that the entire balance found to be due Contractor, and noted in said Certificate, is due and payable.



7. **Approval of Final Payment:** Following receipt of said "Certificate of Final Payment" by the County Auditor, said Auditor will issue final payment to be paid on account thereof to the Contractor.
10. **TERMINATION**
- 10.1 **Cause and Performance of Termination of Contract:** If Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, or if he refuses or fails to develop Proposals properly and diligently in substantial accord and compliance with the Request for Proposal issued by the Owner, or if he refuses or fails to reach agreement with the Owner on the means, methods, and quantities to accomplish a specific Scope of Work, or if he refuses or fails to commence and prosecute the work or any separable part with the diligence that will ensure completion in accordance with the construction schedule, including any extensions/adjustment made thereto, or if he should persistently or repeatedly refuse or should fail to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to subcontractors or for material or for labor, or persistently disregard laws, ordinances or the instructions of the Owner, or if he refuses or fails to perform any of Contractor's other obligations under this Contract, then Owner, upon the certificate of the General Services Agency Director that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, give written notice to Contractor and his Surety of its intention to terminate the Contract, and unless within five (5) days after the giving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, Owner shall immediately give written notice thereof to the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety within the ten (10) days after the giving of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within the ten (10) days stated above from the date of the giving of such notice, Owner may take over the Work and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to Owner for any excess cost occasioned by Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the Work, such as may be on the site of the Work and necessary therefor. In such cases the Contractor shall not be entitled to receive any further payment until the Work is finished.
- 10.2 **Option in Case of Loss:** In the event that destruction or loss should exceed twenty percent (20%) of the completed value of the construction of an individual Job Order as determined at the end of the preceding month, it shall be optional with the Owner to terminate the Job Order or to proceed to completion.
- 10.3 **Expense of Finishing Work - Contractor's Liability:** If the unpaid balance of the Job Order price shall exceed the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to Owner. The expense incurred by Owner as herein provided, and damage incurred through the Contractor's default, shall be certified by the General Services Director.
- 10.4 **Provisions for Termination of Contract:** This Contract is subject to termination as provided by Section 4410 and 4411 of the Government Code of the State of California, being portions of the Emergency Termination of Public Contracts Act of 1949.



11. CONSTRUCTION BY THE OWNER OR SEPARATE CONTRACTORS:

Contractor must ascertain to his own satisfaction the scope of the Work and the nature of any other Contracts that have been or may be awarded by Owner in the prosecution of the Work to the end that Contractor may perform this Contract in the light of such other Contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the site of the Work. The Contractor shall work in harmony with and be compatible with all other labor being used by the Owner or other Contractors on the site. The Contractor shall coordinate his Work with the Work of the Owner and other Contractors, and shall provide adequate information and planning of his Work to allow effective coordination by others with his operations. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor, subcontractor or workers working on any Project which encompasses the Work. If the performance of any Contract for the Work is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Contractor shall immediately give notice thereof to the Owner. Owner shall decide which Contractor shall cease work temporarily and which Contractors may proceed simultaneously. Owner shall not be responsible for any damages suffered or extra costs incurred by Contractor or any other Contractor, subcontractor or worker resulting directly or indirectly from the award or performance or attempted performance of the Contracts awarded for the completion of the Work, and Contractor agrees to indemnify and hold Owner harmless against any claims for such damages or costs.

12. RESOLUTION OF CONSTRUCTION CLAIMS:

The State of California Public Contract Code makes certain provisions for resolving disputes on construction claims of \$375,000 or less. Those provisions, contained in Public Contract Code, section 20104, et seq., and all amendments made thereto, is incorporated herein by reference as if fully set forth at this point. Written claims and responses are required by the Public Contract Code, and lead, via intermediate steps, to resolution of the claim, ultimately by judicial arbitration.

13. MISCELLANEOUS PROVISIONS

13.1 Anti-Trust Assignment: By entering into this Contract or subcontract, 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. Section 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 this public works Contract or sub-contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment to the parties.

13.2 Notices: Any formal Notice from one party to the other under this Contract 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 manner:

- A. Notice to Owner:** If the notice is given to Owner, it must be personal delivery thereof to General Services Director or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to General Services Director for the attention of signer of "Notice to Contractor to Proceed" at the return address indicated on that letterhead, with postage prepaid.
- B. Notice to Contractor:** If the notice is given to Contractor, it must be by personal delivery thereof to Contractor, or to Contractor's superintendent at the site of the Work, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to his regular place of business, or at such other address as may have been established for the conduct of the Work, with postage prepaid.
- C. Notice to Surety or Others:** If the notice is given to the surety or any other person, it must be by personal delivery to such surety or depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to the party giving the notice, with postage prepaid.



13.3 Notice of Potential Claims

- A. Submittal of Notice of Potential Claim:** 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 Owner, or the happening of any event, thing or occurrence, unless he shall have given the Owner due written Notice of Potential Claims as hereinafter specified, provided, however, that compliance with the Article shall not be a prerequisite as to matters within the scope of the notice provisions of Article 7.3 Work Not Completed in Time and Assessment of Damages.
- B. Contents of Notice of Potential Claim:** The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The Notice of Potential Claim must have been given to the Owner prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation if based on an act or failure to act by the Owner, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.
- C. Failure to submit Notice of Potential Claim:** It is the intention of this article that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Owner 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 he 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 as herein required was filed.

13.4 Non-Waiver: Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time nor any possession taken by Owner, shall operate as a waiver of any of the provisions of this Contract, nor shall a waiver of any breach of this Contract, be held to be a waiver of any other or subsequent breach. In addition, recordation of Notice of Completion shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.



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00800 – Supplemental Conditions



00800 SUPPLEMENTAL CONDITIONS

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00800 SUPPLEMENTAL CONDITIONS

1. GENERAL CONSTRUCTION PRACTICES

1.1 Contract Method

1. Work is constructed under lump sum Job Orders issued hereunder.

1.2 Execution, Correlation and Intent of Documents

1. The Contractor shall abide by, and comply with, the true intent and meaning of any Drawings and Specifications taken as a whole and shall not avail himself to the detriment of the work of any manifest error or omission, should any exist. Figured dimensions on Drawings shall take precedence over measurements by scale, and detailed Drawings furnished by the Designer shall take precedence over General Drawings so furnished. In case of inconsistency, typed additions or amendments shall prevail over printed provisions thereof.

2. The following Codes and standards have been adopted by the County of San Luis Obispo, effective January 1, 2012. All are based on the 2009 International Building Codes with California Amendments.

2010 CA Building Code Title 24, Part 1, Administrative Code

2010 CA Building Code Title 24, Part 2, Volume #1 and #2

2010 CA Electrical Code Title 24, Part 3

2010 CA Mechanical Code Title 24, Part 4

2010 CA Plumbing Code Title 24, Part 5

2010 CA Energy Code Title 24, Part 6

2010 CA Historical Code Title 24, Part 8

2010 CA Fire Code Title 24, Part 9

2010 CA Existing Building Code Title 24, Part 10

2010 CA Green Building Standards Code Title 24, Part 11

2010 CA Referenced Standards Title 24, Part 12

3. Current reference standards applicable to Fire and Life Safety, include but are not limited to the following:

2010 NFPA 13 Installation of sprinkler systems

2007 NFPA 14 Installation of Standpipe, Private Hydrant and Hose Systems

2010 NFPA 72 National Fire Alarm Code

2010 NFPA 20 Installation of Stationary pumps for Fire Protection

2008 NFPA 22 Water Tanks for Private Fire Protection

2010 NFPA 24 Installation of Private Fire Service Mains and Their Appurtenances

2008 California Edition, NFPA 25 Inspection, Testing, Maintenance of Water-Based Fire Protection Systems

2010 NFPA 110 Emergency and Standby Power Systems

ICC 300-02 Standard of Bleachers, Folding and Telescopic Seating and Grandstands

2009 NFPA 17 Dry Chemical Extinguishing Systems



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2009 NFPA 17A to a UL 300 for Class I Hood Fire Suppression Systems. (Wet Chemical Extinguishing Systems)

2008 NFPA 2001 Clean Agent Fire Extinguishing Systems

ASTM Standard Changes (Example: ASTM E648-04 Standard Test Method for Critical Radiant Flux of Floor)

UL Standard changes (Examples: 2005 UL 38 Manual Operating Signal Boxes and 2005 UL 1424 cables for power limited Fire Protective Signaling Circuits)

Title 19 CCR State Fire Marshal Regulations have had changes. (Especially Chapter 5)

2003 UL 464 Audible Signal Appliances

1999 UL 521 Heat Detectors for Fire Protective Signaling Systems

2002 UL 1971 Signaling Devices for the Hearing Impaired

Additions:

The Contractor shall comply with all construction safety requirements of the County of San Luis Obispo. The Contractor shall provide a written safety plan for review and approval by the County of San Luis Obispo Safety Officer and the County of San Luis Obispo General Service Agency for any approved construction contract (Job Order) within Job Order Contract **JOC13**.

A written safety plan is required to protect the general public and County staff during all hazardous materials abatement procedures, construction demolition, and all general construction. The written safety plan shall address, but is not limited to, traffic control, construction equipment staging/circulation, construction noise, dust fumes, over-spray, etc.

For any projects which will require installation or modification of low voltage data or communications cabling, reference County Cabling Specifications, 'County of San Luis Obispo Standard for Data and Voice Cabling' Version 3.0 dated December, 2012.

Reference Appendix 'A'

For typical approved installation or replacement products, equipment and fixtures for San Luis Obispo County, reference 'County of San Luis Obispo Design Guidelines for County Facilities – Master Format 2006'. The referenced 'Design Guidelines' will not replace or preclude the Contract requirement for Project Submittals (Reference General Conditions Section 00700-2.6.B.2) for each Job Order. **Reference Appendix 'B'**

1.3 Work Sequence & Scheduling

1. A detailed written Schedule shall be submitted by Contractor for Owner's approval, prior to commencement of Work. This schedule shall indicate estimated durations and dates for start and completion of each significant task and respective major sub components, projected dates for submission and return of submittal and shop drawings, order and delivery dates of products, materials and equipment, inspections and partial occupancy dates as applicable for the Work and graphically indicate partial and total dependencies. Regular periodic updates are required and shall be presented to the Owner's Representative as a part of each payment request and are required whenever time extensions are proposed or approved and is subject to review for approval by Owner. Updates shall include, but are not limited to, early and late starts and completions, float and slack time per task and shall include written proposals and recommendations for recovery to the approved schedule whenever non-conformance is indicated. Approval of a Contractor's Payment Request and/or Contractor's Work Schedule does not relieve the Contractor from conformance to the overall time for the Work stated elsewhere in the General Conditions, except as modified by Change Order.



2. No constraint on any activity is allowed in the schedule unless it is required by the contract. The schedule should reflect a logical flow of the project activities.
3. Failure of the Contract Schedule to indicate any element of the work or any inaccuracy in the Contract Schedule will not relieve the Contractor from responsibility for accomplishing all the Work in accordance with the contract.
4. The Contractor shall submit an updated schedule with each Request For Payment. The Work Schedule shall be updated within 2 calendar days prior to the date of submission to the Owner's Representative for approval.
5. Prior to commencement of Work, the Contractor & major subcontractors shall attend a preconstruction meeting arranged by the Owner's Representative, to discuss scheduling & special conditions with the client, Owner's Representative & Project Inspector.
6. Construction activities may be scheduled during all hours on any day of the week including Weekends or Holidays. In the event that the Contractor is allowed to commence the Work prior to the County vacating the entire space, any work performed during normal working hours must not disrupt County office functions. Any inspections must be scheduled during normal working hours, (8:00 a.m. - 5:00 p.m., M-F, excluding Holidays).

1.4 Owner Occupancy & Project Coordination

1. The Owner may occupy the site during the period of construction.
2. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
3. Owner's employees shall be instructed not to interfere with construction procedures nor provide direction to Contractor. Any conflict shall be reported directly to the Owner's Representative.
4. Owner's employees shall be treated with courtesy at all times. Failure to do so may be grounds for Contractor's removal from the facility.
5. Other Contractors hired by the Owner for incidental Work may be working in the proposed work area during periods of the scheduled performance of this Contract. The Contractor shall make every effort to coordinate and cooperate with such Work so as to expedite his/her r Work and not impede the Work of others.

1.5 Contractor Use of Premises

1. Contractor shall limit his/her use of the premises for Work.
2. Contractor may use existing on-site sanitary facilities for personal use only as determined on a Project basis.
3. Contractor shall not use on-site sanitary or other facilities for cleaning of equipment or tools.
4. Contractor shall assume full responsibility for protection and safekeeping of jobsite under this contract.
5. Contractor shall be responsible at all times for the public safety at the jobsite, while working on the facility.
6. Contractor may use utilities as found on site only.
7. Contractor will be responsible for storage and safekeeping of all his/her r equipment & materials.
8. Contractor shall not park any vehicle which at any time may impede emergency access to the building or adjacent buildings.

1.6 Public Protection

1. During the entire construction period, the public and staff shall be protected from the Contractor's equipment and Work by the use of barricades, temporary fencing, signs, traffic control, etc.

1.7 Facility Protection

1. The Contractor shall be responsible to make sure all of their employees and all subcontractors and their employees obey all facility rules while on the facility premises.



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2. Contractor shall protect all landscaping, irrigation and paving at site and minimize all vehicle traffic through the site. Vehicle traffic through the site must be approved and coordinated by the Owner's Representative.

1.8 Dust Control

1. The Contractor shall be responsible for providing dust control at the site during the Work.
2. The Contractor shall be responsible for insuring that no dust be allowed to blow onto adjacent areas, interior or exterior, at any time during the construction period.
3. Failure of the Contractor to provide adequate dust control will necessitate the County to arrange for dust control by separate contract and deduct all of the costs thereof or actual damages incurred from payment(s) to the Contractor.

1.9 Underground Utilities

1. Underground utilities shall be located by the Contractor prior to excavation through the assistance of County staff and the Underground Service Alert (USA). Contractor is responsible for repairing damage to underground utilities in accordance with the policies of the USA program.

1.10 Verification of Conditions

1. Contractor shall field verify all site conditions.
2. All dimensions are approximate. Before proceeding with the Work, the Contractor shall carefully check and verify all dimensions and shall report all variations from those indicated on the plans to the Owner's Representative.
3. There will be no compensation for Contractor's failure to make site visitations and measurements before bidding.

1.11 Inspection Notice

1. In addition to the requirements for scheduling and inspections set forth in the General Conditions, the Contractor shall notify the Owner or his/her representative 48 hours in advance of any required or necessary inspections for approvals of layout, Work-in-progress, or completed Work.
2. Inspection shall be required for code conformance and quality control.

1.12 Work Included in Contract

1. The Work shall be as specified in individual Detailed Scopes of Work.
2. The Work shall include coordination with others during all phases of the project.
3. This will be a "turn key" type project that will result in a completely usable facility, ready for use by the Owner and public at the end of this project.
4. All areas within the Scope of Work of any facility renovated under this Contract shall meet current codes at the time the work is performed. These shall include, but not be limited to, all of the current requirements outlined in Chapter 20 of Title 22 of the California Health and Safety Code, Chapter 2-90 of Title 24 of the California Administrative Code, Americans with Disabilities Act and all other applicable codes, all as may be amended.
5. Project Duration shall be as specified in individual Notices to Proceed.

1.13 Access to Site

1. Generally, access to buildings shall be by a set of keys issued to the Contractor by the Owner which must be returned to the Owner at project closeout.
2. Access to all areas used by the Public or the County shall be maintained by the Contractor at all times during the construction period. Barricades and traffic control shall be provided by the Contractor as needed to maintain safe, accessible routes.



1.14 Parking & Dumpster Location

1. Contractor shall not park any vehicle which at any time may impede emergency access to the building or adjacent buildings.
2. Parking is extremely limited near many Owner facilities. Contractor shall be responsible for ensuring that workers do not park in reserved spaces at the said facilities. It shall not be the Owner's responsibility to provide parking for Contractor and workers. The Contractor may opt to secure reserved parking meter permits from the City of San Luis Obispo at his/her r cost.
3. Special parking needs may be considered on a case-by-case basis but must be approved by the Owner's Representative. Contractor is to verify parking location(s) with the Owner Representative prior to start of construction of each Job Order.
4. Contractor may locate dumpster or equipment container on-site during major demolition portions of the Work. Obtain approval of location from Owner's Representative.

1.15 Special Security

1. Contractor shall be aware that some construction sites may be located within sensitive occupied office areas. Contractor shall be responsible for the activities of all workers present whether employed or contracted, directly or indirectly.
2. Prior to commencement of Work, Contractor shall be required to submit a list of full names (including middle names), date of birth and California Drivers License numbers for all workers expected to perform duties on site in order to conduct criminal background checks. ALL BACKGROUND CHECKS SHALL REMAIN CONFIDENTIAL. See Section - 01300 Submittals.
3. The Owner reserves the right to restrict or deny access to the project site by any person deemed to constitute a security risk to the Owner.
4. Contractor shall develop a construction company identification card for all workers. This ID card shall list the Contractor's name and address, worker's name, date of issue and shall be signed by an authorized Contractor's representative and individual employee. This ID card shall contain an affixed minimum 1"x 1½" full-face photograph of the worker. Construction personnel will not be permitted on site without this ID card.

1.16 Recycling

Effective January 1, 2005, any construction contract whose original award amount is equal to or greater than \$50,000 or any demolition work exceeding 1,000 square feet shall include the requirement for the Contractor to:

1. Divert at least fifty percent (50%) of all construction and demolition debris.
2. Submit a Recycling Plan to the County's Recycling Compliance Official for approval with a copy to the Project Coordinator prior to the issuance of a Notice to Proceed and shall be subject to all applicable provisions of the County's Recycling Ordinance, with the exception of penalties provided by Section 8.12.470 and 8.12.485.

The Recycling Plan must be completed on the official form available through the County Public Works Department. The type of information to be provided shall include but not be limited to:

- a. Project Owner, Project Location and Project Contractor
- b. Estimated volume or weight of Project Construction and Demolition debris, by materials type, to be generated
- c. Maximum volume or weight of such materials that can feasibly be diverted via reuse or recycling
- d. Vendor or facility that the Applicant/Contractor proposes to use to collect or receive that material
- e. Estimated volume or weight of Project Construction and Demolition debris, by materials type, to be landfilled.



Supplemental Conditions

3. Prior to receiving a final inspection for the project, the Contractor shall submit to the Recycling Plan Compliance Official and project coordinator, the Recycling Plan Disposal Report and documentation that the Diversion Requirement for the Project has been met. Per the County's Recycling Ordinance, the Disposal Report documentation shall include:
 - a. All receipts from the vendor or facility which collected or received each material showing the actual weight or volume of that material,
 - b. A copy of the previously approved Recycling Plan for the Project with a completed Disposal Report section showing the actual volume or weight of each material diverted and landfilled,
 - c. Any additional information the Contractor believes is relevant to determining its efforts to comply in good faith with the County's Ordinance.
4. Prior to receiving Notice of Completion for the project, the Contractor shall receive an approved Disposal report from the Recycling Plan Compliance Official and submit to the Owner's Representative.

1.17 **Remodeling, Renovation & Demolition**

1. The term "demolition" is defined as "the wrecking or taking out" of a load-supporting structural member of a facility or the intentional burning of a facility. The County will determine the necessity of a demolition permit and the required permit application. It is the responsibility of the contractor to verify that all permits for the demolition have been submitted and secured. The contractor will submit to the county the project schedule sufficiently in advance to secure the proper permit and comply with air quality control requirements.

2 **ALTERNATIVE METHODS AND MATERIALS**

2.1 **"Or Equal" Clause**

1. Whenever in the specifications any materials, processes or articles are indicated or specified by grade, patents or proprietary names or by names of manufacturers, such specifications shall be deemed to be used for the purpose of facilitating description of the materials, processes or articles desired and shall be deemed to be followed by the words "or equal", and Contractor may offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified, provided, however, that if the material, process or article offered **by Contractor is not, in the opinion of the Owner substantially equal or better in every respect to** that specified, then Contractor must furnish the material, process or article specified or one that in the opinion of the Owner is the substantial equal or better thereof in every respect. In those cases involving a unique or novel product application required to be used in the public interest, or where there is only one brand or trade name known to the specifying agency, it may list only one. Specifications shall provide a period of time prior to the award of the contract for submission of data substantiating a request for a substitution of "or equal" item.
2. The period of time for requesting a substitution where one product, and only one product, is known and identified as the sole suitable product, is hereby deemed to be no later than **seven (7)** days prior to submittal of a Proposal. That period of time will allow the Owner and the Architect and/or Engineer, if applicable, to review the specifications, blueprints and/or other data required to be submitted by the Contractor so that the Owner may make a fair evaluation of the request. The burden of proof as to the equality of any material, process or article shall rest solely with the Contractor. The Owner's decision shall be final.

2.2 **Substitutions**

1. **Plans/Prints and/or Other Data:** All proposals for substitution shall be accompanied by complete manufacturer specifications, plans/prints and/or other data with all information presented for both the originally specified material and that proposed for substitution so the Owner may make a fair evaluation of the Contractor's request; and to be considered by the Owner, all requests for substitution shall be made within seven (7) calendar days from date of Job Order Notice to Proceed. The Owner's decision shall be final.



2. **If the Substitution is Permitted:** The Contractor shall be solely and directly responsible for fitting approved substituted material and equipment into the available space in a manner acceptable to the Owner and for the proper operation of the substituted equipment as intended by the original design with all other equipment with which it may be associated. The Contractor shall bear all costs of meeting the above requirements for presenting a proposed substitution, and if the substitution is accepted, he must bear all costs involved including costs of Architect's and/or Engineer's services required in adapting the substituted material or equipment to the installation to the complete satisfaction of the Owner.
3. **Approval of Submitted Drawings:** When drawings are submitted by the Contractor for the purpose of showing the installation in greater detail, their approval shall not excuse the Contractor from any and all requirements shown on the drawings and specifications or as may be required to properly install the work.

3 COORDINATION AND MEETINGS

3.1 Coordination and Project Conditions

1. Coordinate scheduling, submittals, and Work of the various sections of the Project Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
2. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
3. Coordinate space requirements, supports, and installation of mechanical and electrical Work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
4. In finished areas, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
5. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
6. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

3.2 Preconstruction Meeting

1. Owner will schedule a meeting after issuance of individual Notices to Proceed.
2. Attendance Required: Owner's Representative, Architect/Engineer (as applicable), Contractor and major Sub-Contractors.
3. Agenda:
 - Distribution of relevant documents.
 - Submission of list of Products, schedule of values, and progress schedule.
 - Designation of personnel representing the parties in Contract, the tenant, maintenance personnel, inspector and engineer.
 - Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - Scheduling.
 - Use of premises by Owner and Contractor.
 - Owner's requirements and partial occupancy.
 - Construction facilities and controls provided by Owner.



Supplemental Conditions

Temporary utilities provided by Owner.
Security and housekeeping procedures
Application for payment procedures.
Procedures for testing.
Procedures for maintaining record documents.
Requirements for start-up of equipment.
Inspection and acceptance of equipment put into service during construction period.
Record minutes and distribute copies within two days after meeting to participants, with two copies to Owner, and those affected by decisions made.

3.3 Progress Meetings

1. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
2. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner's Representative, tenant, and engineer, as appropriate to agenda topics for each meeting.
3. Agenda:
 - Review minutes of previous meetings.
 - Review of Work progress.
 - Field observations, problems, and decisions.
 - Identification of problems which impede planned progress
 - Review of submittals schedule and status of submittals.
 - Review of off-site fabrication and delivery schedules
 - Maintenance of progress schedule
 - Corrective measures to regain projected schedules.
 - Planned progress during succeeding work period.
 - Coordination of projected progress.
 - Maintenance of quality and work standards
 - Effect of proposed changes on progress schedule and coordination.
 - Other business relating to Work.Record minutes and distribute copies within two days after meeting to participants, with two copies to Owner, and those affected by decisions made.

4 EXECUTION

4.1 Cutting and Patching

1. Employ skilled and experienced installer to perform cutting and patching.
2. Submit written request in advance of cutting or altering elements which affect:
 - Structural integrity of element.
 - Integrity of weather-exposed or moisture-resistant elements
 - Efficiency, maintenance, or safety of element.
 - Visual qualities of sight exposed elements.
 - Work of Owner or separate contractor.
3. Execute cutting, fitting, and patching to complete Work, and to:
 - Fit the several parts together, to integrate with other Work.
 - Uncover Work to install or correct ill-timed Work.
 - Remove and replace defective and non-conforming Work.
 - Provide openings in elements of Work for penetrations of mechanical and electrical Work.
4. Execute work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
5. Cut masonry and concrete materials using masonry saw or core drill.
6. Restore Work with new Products in accordance with requirements of Contract Documents.
7. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.



8. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
9. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
10. Identify hazardous substances or conditions exposed during the Work to the Architect/Engineer for decision or remedy.

4.2 Alteration Project Procedures

1. Materials: As specified in Product sections; match existing Products and work for patching and extending work.
2. Employ skilled and experienced installer to perform alteration work.
3. Remove, cut, and patch Work in a manner to minimize damage and to provide means of restoring Products and finishes to original or specified condition.
4. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified or renewed condition for each material, with a neat transition to adjacent finishes.
5. Where new Work abuts or aligns with existing, provide a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
6. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Owner's Representative for review.
7. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition to Owner's Representative for review.
8. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
9. Finish surfaces as specified in individual Product sections.

5 FIELD ENGINEERING

5.1 Layout Responsibility

1. Contractor shall be responsible for all layout work. Contractor shall employ a competent instrument man to lay out all lines, corners, levels and grade stakes at the beginning of the project and shall preserve all lines, corners, levels and grade stakes until the project has progressed to the point where they are no longer necessary. Whenever lines, corners, levels or grade stakes are disturbed during construction, they shall be replaced and reset to their original position by the instrument man at no additional cost to the Owner.
2. The Contractor shall protect and preserve all permanent survey monuments, property corners and bench marks that may be disturbed, and bear the expense of replacing any that may be disturbed without permission of the Owner. Replacement of damaged permanent survey monuments, property corners or bench marks shall be performed by a licensed land surveyor hired by the owner and costs thereof deducted from the contract.

6 JAIL PROJECTS

Job Orders performed in jail facilities shall be subject to the following, as specified in individual Scopes of Work:

6.1 Special Security

1. General: Contractor shall be aware that the construction site is on San Luis Obispo County Jail Property. In addition, the existing area has inmates which occupy housing in same general area as Contractor's work area.



Supplemental Conditions

2. Cooperation: Contractor shall cooperate with County Jail authorities, observe and comply with all regulations presently in force on Jail grounds, and shall not cause interference with operations of existing Jail nor any completed areas which have been occupied by County.
3. Occupied Facilities: County may begin occupancy of completed areas on day specified for completion and the following restrictions apply to all occupied areas. Occupied facilities are those facilities, existing or new, which have an inmate population in residence.
 - a. Construction personnel will not be permitted into any occupied area without being escorted at all times by a County Correctional Officer.
 - b. Personnel going into occupied areas must have both contractor identification and valid California identification.
 - c. Work conducted in occupied portions of the Jail must be carefully coordinated with County personnel 48 hours in advance to allow scheduling of escorts.
 - d. Restrictions may be placed on quantity and type of tools and materials taken by construction workers into occupied areas. Workers will be required to account for all tools and materials taken into occupied areas every time workers with escorts depart for breaks, meals, or end of workday.
 - e. Occupied areas operate on round-the-clock basis, therefore, Contractor shall at all times conduct his/her operations so as not to interrupt or disrupt the functioning of Jail staff or plant. All work which will affect the operation of the Jail must be scheduled 48 hours in advance and be accepted by County.
4. Use of Property:
 - a. Contractor shall confine his/her operations to areas shown on project drawings. County will coordinate use of proper areas with Contractor to ascertain that Contractor's needs are fulfilled to the fullest extent possible within project constraints and Jail regulations.
 - b. Contractor shall coordinate his/her offices, employee parking, material storage, etc.
 - c. Clear access for emergency vehicles will be maintained at all times.
 - d. Contractor access to site will be as directed by County.
 - e. No open burning or trash dumping will be allowed.
 - f. Contractor shall make site available to County's operations personnel and inspectors at all times. Contractor shall anticipate that County personnel will visit site on frequent, irregular basis to observe progress of work.
 - g. Use of explosive powered tools and other explosives shall be by special arrangement with County. All tools, both worker and Contractor owned, shall be stored at close of working hours and located in a place of security provided by Contractor, as accepted and directed by County.
 - h. Contractor shall report to County, immediately on discovery, of loss of tools, equipment, or materials stored or used on site. County shall not be responsible for any losses due to theft or otherwise.
 - i. Custodial control shall be maintained for volatiles, quick evaporating liquids, alcoholic base thinners, cutting instruments and tools, files, ropes and ladders. Custodial regulations may require alteration as job progresses as directed by County.
 - j. In order to maintain Jail security, Contractor will be required to keep construction access and items under custodial control locked at all times. Contractor shall provide construction access keys to the County as directed.
5. Safety Precautions
 - a. Refer to General Conditions.
 - b. Open Trenches and Excavations: After working hours, or when workmen are not present, provide secure safety barriers, such as properly sized cable, lumber, pipe railings or, where practical, temporary fencing, with warning lights, to prevent employees, inmates and other pedestrians from falling into openings.
 - c. Hazardous Materials: Prevent access by employees and inmates to hazardous materials, such as pieces of pipe, conduit, reinforcing bars, wire, cords, ropes, bricks, broken concrete or other material. Remove hazardous spilled liquid materials immediately.



- d. Oxygen and acetylene cylinders shall be protected by fastening to walls or rigid posts, with screw caps replaced at end of each day.
6. Utilities: Utilities shall not be interrupted except with approval of County. Forty-eight hour written notice is required prior to all interruptions. Interruptions shall be scheduled so as to minimize duration and disruption to existing operation.
7. Personnel Security:
 - a. Prior to beginning work on site, Contractor will be required to submit a list of employees working on this project to County. Employees may be required to submit to fingerprinting. Contractor will be responsible for ensuring that its employees read and comply with Jail regulations.
 - b. Contractor shall develop a construction company identification card for all its employees assigned to the site. This I.D. card shall list Contractor's name and address, employee's name, date of issue and shall be signed by an authorized Contractor's representative, and individual employee. This I.D. card shall contain an affixed minimum 1"x1½" full face photograph of employee. Construction personnel will not be permitted access to site without this I.D. card. The County reserves the right to deny access to persons deemed to constitute a security risk to the County Jail.
 - c. No firearms, narcotics, drugs, intoxicants, or other restricted materials shall be allowed on site.
8. Vehicle Security:
 - a. All vehicles, equipment, and supplies entering County Jail property may be given a cursory inspection by County personnel each time they enter or leave a site. Vehicles, equipment, and supplies may also be thoroughly searched when County staff determines this as a necessity.
 - b. A parking area will be assigned by the County to the prime contractor at the County Operational Center for general employee parking. Cars parked in an area may not be searched on a daily basis, but will be subject to search as required by County.
 - c. When contractor schedules delivery of materials or equipment to site other than during his/her normal working hours, they will alert County ahead of time so that arrangements can be made to provide entrance to site. Contractor must have a representative present to receive deliveries.
 - d. All persons shall remove ignition keys from their vehicles when they are out of vehicle. Unattended vehicles shall be locked at all times.
 - e. Contractor's equipment shall be rendered temporarily inoperative when not in use, by locking and/or other means.
9. State of Emergency:
 - a. If County deems it necessary to declare a State of Emergency, work may be curtailed or terminated for duration of said emergency.

7 SUBMITTALS

7.1 Submittal Procedures

1. Transmit each submittal with County's accepted form.
2. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
3. Identify Project, Contractor, Subcontractor or supplier, pertinent drawing and detail number, and specification section number, as appropriate.
4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
5. Schedule submittals to expedite the Project, and deliver to Owner's Representative at business address. Coordinate submission of related items.



Supplemental Conditions

6. For each submittal presented for review, allow 7 days excluding delivery time to and from the Contractor. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
7. Each submittal shall be delivered & approved **prior** to installation of products or completion of Work. Work installed prior to approval of submittal shall be subject to removal by Contractor at no cost to the Owner and is undertaken solely at the risk and expense of the Contractor.
8. Provide space for Contractor and Owner's review stamps.
9. When revised for resubmission, identify all changes made since previous submission.
10. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
11. Submittals not requested will not be recognized or processed.

7.2 Request For Substitution Procedures

1. Requests for Substitutions will only be considered within 7 days after the date established in the Notice to Proceed or in the event a Product becomes unavailable through no fault of the Contractor.
2. Document each Request for Substitution with complete data substantiating compliance of proposed Substitution with Contract Documents.
3. A Request for Substitution constitutes a representation that the Contractor:
 - a. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - b. Will provide the same warranty for the Substitution as for the specified Product.
 - c. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - d. Waives claims for additional costs or time extension which may subsequently become apparent.
 - e. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
4. Requests for Substitutions **will not** be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
5. Request for Substitution Submittal Procedure:
 - a. Submit 3 copies of Request for Substitution for consideration. Limit each Request to one proposed Substitution. (Sample "Request For Substitution" Form included in Appendix)
 - b. Clearly mark Submittal "**REQUEST FOR SUBSTITUTION**" with referenced Specification Section Number.
 - c. Include submittal for originally specified product for comparison with proposed Substitution.
 - d. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
6. The Owner's Representative will notify Contractor in writing of decision to accept or reject request.

7.3 Construction Progress Schedules

1. Submit initial schedule in duplicate within 7 days after date established in Notice to Proceed.
2. Revise and resubmit as required.
3. Submit revised schedules with each Application for Payment, identifying changes since previous version. If no changes to the schedule are necessary, a statement to that effect shall be sufficient.



7.4 Proposed Products Lists

1. Within 7 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
2. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

7.5 Product Data

1. Product Data For Review:
 - a. Submitted to Owner for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - b. After review, provide copies and distribute in accordance with Submittal Procedures and Contract Closeout articles contained herein.
2. Product Data For Information:
 - a. Submitted for the Owner's Representative knowledge as contract administrator or for the Owner.
3. Product Data For Project Close-out:
 - a. Submitted for the Owner's benefit during and after project completion.
 - b. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Owner.
 - c. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
 - d. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
 - e. After review, distribute in accordance with the Submittal Procedures and Contract Closeout articles contained herein.

7.6 Shop Drawings

1. Shop Drawings For Review:
 - a. Submitted to Owner's Representative for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - b. After review, produce copies and distribute in accordance with Submittal Procedures and Contract Closeout articles contained herein.
2. Shop Drawings For Information:
 - a. Submitted for the Owner's Representative knowledge as contract administrator or for the Owner.
3. Shop Drawings For Project Close-out:
 - a. Submitted for the Owner's benefit during and after project completion.
 - b. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
 - c. Submit in the form of one reproducible transparency and one opaque reproduction.

7.7 Samples

1. Samples For Review:
 - a. Submitted to Owner's Representative for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
2. After review, produce duplicates and distribute in accordance with Submittal Procedures and Contract Closeout articles contained herein.



7.8 Samples For Information:

1. Submitted for the Owner's Representative knowledge as contract administrator or for the Owner.
2. Samples For Selection:
 - a. Submitted to Owner's Representative for aesthetic, color, or finish selection.
 - b. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Owner's Representative selection.
 - c. After review, produce duplicates and distribute in accordance with Submittal Procedures and Contract Closeout articles contained herein.
 - d. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - e. Include identification on each sample, with full Project information.
 - f. Submit the number of samples specified in individual specification sections, one of which will be retained by Owner.
 - g. Reviewed samples which may be used in the Work are indicated in individual specification sections.
 - h. Samples will not be used for testing purposes unless specifically stated in the specification section.

7.9 Manufacturer's Instructions

1. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Owner's Representative for delivery to Owner in quantities specified for Product Data.
2. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

8 QUALITY CONTROL

8.1 Quality Assurance – Control of Installation

1. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
2. Comply with manufacturers' instructions, including each step in sequence.
3. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner's Representative before proceeding.
4. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
5. Perform Work by persons qualified to produce required and specified quality.
6. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
7. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
8. All subcontractors shall be provided with copies of specifications and drawings by the contractor.
9. Complying with all OSHA rules and regulations for safety will be the responsibility of the Contractor.

8.2 Tolerance

1. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
2. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Projects Coordinator before proceeding.
3. Adjust Products to appropriate dimensions; position before securing Products in place.



8.3 References and Standards

1. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes. Maintain copies of reference material on site as specified in individual Sections. Maintain 1 copy of the International Code Council (ICC) publication 'CaIDAG 20011 An Interpretive Manual and Checklist' or latest edition thereafter on site for reference to accessibility standards (ADA & California Title 24).
2. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
3. Obtain copies of standards where required by product specification sections.
4. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Owner's Representative shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

8.4 Contractor's Field Services and Reports

1. When specified in individual specification Sections, provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
2. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
3. Submit report within three days of observation to Owner's Representative for review.

8.5 Inspection

1. Contractor shall notify Owner's Representative at appropriate times during construction so that all portions of the work can be inspected prior to covering up the work.
2. No portion of the work shall be covered up prior to being inspected by the Owner's Representative, or other inspector appointed by the Owner.
3. It shall be the responsibility of the Owner's Representative to verify that the work meets the requirements of the specifications and all Code requirements. Work not meeting these requirements, as determined by the Owner's Representative, shall be reworked by the Contractor at no cost to the Owner.
4. Work that meets the intent of the specification, but is different from the specification, cannot be considered as ready for inspection unless the changes have been previously requested in writing and approved by the Owner's Representative. Significant changes in materials, methods of construction, or locations of items will necessitate AS BUILT drawings be submitted by the Contractor prior to final inspection.

8.6 Code Requirements

1. All work performed under this contract and all construction as completed shall comply with all codes and ordinances as adopted by the County or other agencies having jurisdiction in force at the date of the Notice to Proceed for each Job Order.

8.7 Repeated Inspections

1. Multiple inspections by the Owner's inspector of the same work required when the Contractor fails to make adequate corrections after proper notification may be back charged to the Contractor.

8.8 Contract Time Extensions

1. No extension of the Project Duration will be allowed the Contractor for correction of faulty work or work or materials that do not meet the requirements of the Contract documents.



Supplemental Conditions

8.9 Inspection Notice

1. In addition to the requirements for scheduling and inspections set forth in the General Conditions, the Contractor shall notify the Owner or his/her r agent 48 hours in advance of any required or necessary inspections for approvals of layout, work-in-progress, or completed work.

8.10 Inspection and Testing Laboratory Services

1. Owner may appoint, employ and pay for services of an independent firm to perform inspection and testing.
2. The independent firm will perform inspections, tests and other services specified in individual specification Sections and as required by the Owner's Representative.
3. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - a. Notify Owner's Representative and independent firm 48 hours prior to expected time for operations requiring services.
 - b. Make arrangement with independent firm and pay for additional samples and tests required for Contractor's use.
4. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Owner's Representative. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/Price.

9 MATERIAL AND EQUIPMENT

9.1 Products

1. Contractor shall use only asbestos-free products.
2. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
3. Provide interchangeable components by the same manufacturer for components being replaced.

9.2 Transportation and Handling

1. Transport and handle Products in accordance with manufacturer's instructions.
2. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
3. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

9.3 Storage and Protection

1. Store and protect Products in accordance with manufacturers' instructions.
2. Store with seals and labels intact and legible.
3. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
4. For exterior storage of fabricated Products, place on sloped supports above ground.
5. Provide off-site storage and protection when site does not permit on-site storage or protection.
6. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
7. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
8. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.



9. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

9.4 Product Options

1. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
2. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
3. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a "Request for Substitution" for any manufacturer or product not named in accordance with Request for Substitution Procedures specified herein.

10 JOB ORDER CLOSEOUT

10.1 Closeout Procedures

1. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's Representative's review.
2. Provide submittals to Owner's Representative that are required by governing or other authorities.
3. Submit final Application for Payment.
4. Owner may occupy individual phases of the building as specified on a Project basis.

10.2 Final Cleaning

1. Execute final cleaning prior to final assessment (Punch List).
2. Clean interior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
3. Clean equipment and fixtures, including all new & existing plumbing fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
4. Vacuum entire floor. Dust walls, doors, countertops, sills and other areas where dust may collect, prior to vacuuming.
5. Remove waste and surplus materials, rubbish, and construction facilities from the site.

10.3 Adjusting

1. Adjust all operating Products and Equipment, whether new or existing that is affected by the New Work, to ensure smooth and unhindered operation.

10.4 Project Record Documents

1. Maintain one set of the following record documents on site; record actual revisions to the Work:
 - a. Drawings.
 - b. Specifications.
 - c. Addenda.
 - d. Change Orders and other modifications to the Contract.
 - e. Reviewed Shop Drawings, Product Data, and Samples.
 - f. Manufacturer's instruction for assembly, installation, and adjusting.
2. Ensure entries are complete and accurate, enabling future reference by Owner.
3. Store record documents separate from documents used for construction.
4. Record information concurrent with construction progress.
5. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - a. Manufacturer's name and product model and number.



Supplemental Conditions

- b. Product substitutions or alternates utilized.
- c. Changes made by Addenda and modifications.
6. Record Drawings: Legibly mark each item to record actual construction including:
 - a. Measured depths of foundations in relation to finish floor datum.
 - b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - c. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - d. Field changes of dimension and detail.
 - e. Details not on original Contract drawings.
7. Submit documents to Owner's Representative.

10.5 Operation and Maintenance Data

1. Submit data bound in 8-1/2 x 11 inch text pages, binders with durable covers.
2. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project.
3. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on pound white paper, in three parts as follows:
 - a. Part 1: Directory, listing names, addresses, and telephone numbers of Owner's Representative, Contractor, Subcontractors, and major equipment suppliers.
 - b. Part 2: Operation and maintenance instructions. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - Significant design criteria.
 - List of equipment.
 - Parts list for each component.
 - Operating instructions.
 - Maintenance instructions for equipment and systems.
 - c. Part 3: Project documents and certificates, including the following:
 - Shop drawings and product data.
 - Photocopies of warranties and bonds.
4. Submit two sets of revised final volumes, within 7 days after final inspection.

10.6 Spare Parts and Maintenance Products

1. Provide spare parts, maintenance, and extra Products in quantities specified in individual specification sections.
2. Deliver to Owner's Representative; obtain receipt prior to final payment.

10.7 Warranties

1. Provide duplicate notarized copies.
2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
3. Submit prior to final Application for Payment.

10.8 Rebate Invoices

1. Provide original invoices for any new roofing, mechanical, plumbing, electrical or other equipment or fixtures that qualify for rebate programs. Coordinate with County Inspector.

11 STATE FUNDED PROJECTS

- 11.1 In the event an approved Job Order is funded as a result of a State Grant, voter-approved State Proposition, or other State approved funding source, the Contractor shall comply with all applicable laws and regulations of the agency providing the construction funds.



- 11.2 Representatives of the State shall be allowed access to all parts of construction work funded by a State Grant.
- 11.3 The Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 11.4 The Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the Project and any work performed pursuant to this Agreement.
- 11.5 The Contractor shall ensure the structural integrity and safety of all State funded construction projects.
- 11.6 The Grantee's personnel and construction of any State Grant funded project shall be under the supervision of qualified inspectors. Inspection reports and related inspection data shall at all reasonable times be accessible to State personnel, and on request, copies of such reports and data shall be provided to the Department by the Grantee.
- 11.7 Compliance with all funding requirements shall include but not be limited to providing all required documentation including: processing, reporting, certified prevailing wage reports, public notices, non-discrimination statements, miscellaneous certifications, or Equal Employment Opportunity statements.
- 11.8 The Contractor shall be liable to pay any penalties or assessments levied for failure to comply with any processing, reporting or documentation requirements stipulated by the funding source of construction funds for any approved County project.
- 11.9 The Grantee of any State Grant agrees that all contractors between it and the contractor (or contractors) responsible for construction for construction of the Project shall contain a clause which requires the contractor(s) to obtain in the minimum amounts specified:
- | | |
|------------------------------|--|
| Bodily Injury or Death: | \$1,000,000 each person
\$1,000,000 each occurrence |
| Property and Product Damage: | \$1,000,000 each occurrence
\$1,000,000 aggregate |
| Fire Insurance: | 90% of the full insurable value of all insurable components of the Project |

12 **FEDERALLY-FUNDED PROJECTS**

- Job Orders which include Federal funding including, but not necessarily limited to airport, parks and community building projects, are subject to the following provisions.
- 12.1 This contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, the Federal Labor provisions and the Equal Employment Opportunity (EEO) provisions as contained in the contract, specifications and bid documents.
- 12.2 All mechanics and laborers on the project shall be paid no less than the minimum wage rate established by the U.S. Secretary of Labor. A copy of the Department of Labor Wage Rate Determination applicable to this contract is included in the specifications.
- 12.3 The Contractor must complete, sign, and furnish with his Proposal, a "Bidder's/Proposer's Statement on Previous Contracts Subject to EEO Clause", a "Certification of Nonsegregated Facilities", and the "Assurance of Minority Business Enterprise Participation", if applicable.
- 12.4 **Required Notices:**
- The Contractor must supply all the information required by the proposal forms and specifications.



Supplemental Conditions

- b. The sponsor, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders/proposers that they must affirmatively insure that in any contract entered into pursuant to this advertisement, the contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21), as they may be amended from time to time.
- c. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. In this regard, contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantages business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

12.5 Required Notices for Job Orders Over \$10,000. The regulations and orders of the Secretary of Labor, Office of Federal Contracts Compliance Programs (OFCCP) require that the sponsor and/or his contractor(s) include in Invitation for Bids (IFB) or negotiations for contracts over \$10,000 the following notices:

- a. Each bidder/proposer will be required to comply with the affirmative action plan for equal employment opportunity prescribed by the OFCCP, United States Department of Labor, Regulations of the Secretary of Labor (41 CFR 60), or by other designated trades used in the performance of the contract and other nonfederally involved contracts in the area geographically defined in the plan.
- b. The proposed contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the EEO clause; and
- c. The Contractor will be required to submit a Certification of Nonsegregated Facilities prior to award of the Job Order, and to notify prospective subcontractors of the requirements for such a certification where the subcontract exceeds \$10,000. Samples of the certification and the notice to subcontractors appear in the Appendix.
- d. The Contractor must indicate whether he has previously had a contract subject to the EEO clause, whether he has filed all report forms in such a contract, and if not, a compliance report (Standard Form SF 100) must be submitted prior to award of the contract.
- e. EEO and labor provisions, when applicable, are included in the bidding documents of specifications and are available for inspection at the General Services office.
- f. Contractors and subcontractors may satisfy requirements of the EEO contract clause by stating in all solicitations or advertisements for employees that:
 “All qualified applicants will received consideration for employment without regard to race, color, religion, sex or national origin.”
or by using a single advertisement in which appears in clearly distinguished type, the phrase:
 “an equal opportunity employer”.

12.6 Required Notice for Contracts with 50 or More Employees and a Contract of \$50,000 or More.

The sponsor shall give notice that a contractor having 50 or more employees and first tier subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more will be required to comply with the following:

- a. If the contractor has not submitted a complete and accurate Compliance Report within 12 months preceding the date of award, he must file a Compliance Report (SF 100) within 30 days after award of the Job Order.
- b. The contractor shall require the subcontractor on any first tier subcontracts to file a SF 100 prior to award of the subcontract if the above conditions apply. A SF 100 will be finished upon request.



12.7 Notice to Prospective Contractors and Subcontractors of Requirement for Certification of Nonsegregated Facilities:

- a. A certification of Nonsegregated Facilities must be submitted prior to the award of a Job Order for a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- b. Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
- c. Notice to prospective subcontractors of requirements for certification of nonsegregated facilities:
 1. A certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
 2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

12.8 Clean Air and Water Pollution Control Requirements for All Job Orders and Subcontracts Exceeding \$100,000.

Contractors and Subcontractors agree:

- a. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USC 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., relating to inspection, monitoring, entry, reports and information as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.
- c. That as a condition for award of a contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- d. To include or cause to be included in any contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

12.9 Buy American-Steel and Manufactured Products for Construction Contracts.

- a. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United State when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
 1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United State or (2) a manufactured product produced in the United State, if the cost of its components mined, produced or manufactured in the United State exceeds 60 percent of the cost of all of its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b(1) or (2) shall be treated as domestic.



Supplemental Conditions

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.
- b. The Contractor will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except those:
1. That the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 2. That the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
 3. That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

12.10 Buy American Certificate.

By submitting a bid/proposal under this Contract, except for those items listed by the contractor below or on separate and clearly identified attachment to this bid/proposal, the contractor certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

00900 – Storm Water Pollution Prevention



00900 STORM WATER POLLUTION PREVENTION

1. GENERAL PROVISIONS

1.1 Section Includes:

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Prevention of visible and non-visible pollutants associated with construction from being discharged from the site.
- E. Compensation of County for fines levied by authorities having jurisdiction due to non-compliance by Contractor.
- F. Projects defined under NPDES Construction General Permit, current edition with amendments, under 1 acre of construction size or disturbance are to comply with General Compliance for Erosion and Storm Water Control requirements, per Implementation Section 3.1.B.1 through 3.1.B.14. Projects over 1 acre in size or disturbance are to prepare a Storm Water Pollution Prevention Plan (SWPPP) and comply with the Erosion and Storm Water Control requirements Section 3.1.B.1 through 3.1.B.14, as well as the additional requirements of Section 00900 – Storm Water Pollution Prevention.

1.2 Related Requirements:

- A. National Pollutant Discharge Elimination System (NPDES) No. CAS000002, General Permit, Order No. 2009-0009-DWQ
- B. Storm Water Pollution Prevention Plan (SWPPP)
- C. Section 00800.7.1: Submittal Procedures
- D. Section 00800.10.1: Closeout Procedures

1.3 Reference Standards:

- A. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit (CGP); No. CAS000002, Order No. 2009-0009-DWQ or current edition with amendments.

1.4 Performance Requirements:

- A. Comply with all requirements of U.S. Environmental Protection Agency for erosion and sedimentation control, as specified for the National Pollutant Discharge Elimination System (NPDES) No. CAS000002, General Permit, Order No. 2009-0009-DWQ.
- B. Also comply with all Storm Water Management requirements of State of California, and the County of San Luis Obispo.
- C. The County of San Luis Obispo will file for Notice of Intent (NOI) through the Storm Water Multiple Application and Reports Tracking System (SMARTS), and appoint the Qualified SWPPP Developer (QSD).



Storm Water Pollution Prevention

- D. The QSD shall write and certify the SWPPP and upload it to SMARTS.
- E. The SWPPP shall include all the elements required per the CGP including the site and erosion control plans.
- F. The Contractor shall appoint the Qualified SWPPP Practitioner (QSP) to implement the requirements of the CGP and the SWPPP.
- G. The Contractor shall implement all the BMP's that have been included in the SWPPP, including erosion and sedimentation controls, good housekeeping practices, non-stormwater practices, maintenance and material management practices, and any stormwater monitoring practices that are required per the CGP and the SWPPP.
- H. The QSP shall provide or supervise all inspection and maintenance and associated reports.
- I. The QSP shall get approval from the QSD for any amendments to be made to the SWPPP prior to implementation.
- J. If this project is required to implement Rain Event Action Plans (REAP), then it will be the responsibility of the QSP to provide the REAP's.
- K. The QSP shall document all inspections, amendments, changes, monitoring and Rain Event Action Plans (REAP), and any other documentation required by the CGP, and provide copies to the QSD to be uploaded to SMARTS. Copies of the documentation shall also be kept with the SWPPP.
- L. In the event of an illegal discharge from the site, the QSP shall notify the QSD within 24 hours of such discharge. The QSP shall take the necessary action to implement other and/or more stringent measures and BMP's to minimize or eliminate any further illegal discharges from the construction site.
- M. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained.

1.5 Submittals:

- A. See Section 00900.7.1 for submittal procedures.
- B. Training Certification Documentation of the Qualified SWPPP Practitioner (QSP).

2. PRODUCTS

2.1 Materials:

- A. Provide the quality, grade and type of materials as specified per the SWPPP and referenced in the project-approved BMP Handbook (CASQA or CalTrans current version).



3. EXECUTION

3.1 Implementation:

- A. Prepare and submit a statement of understanding to the Owner, within fourteen (14) days after the Effective Date of the Contract and prior to commencing Work at the jobsite, that the Contractor and identified trained personnel have read, reviewed and understand the Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) provided by the County, as required, to comply with stormwater pollution prevention requirements for the Project Site. Contractor to identify trained personnel responsible for the proper implementation of the SWPPP.
- B. General compliance for erosion control and stormwater control measures: It shall be the Contractor's responsibility to exercise every reasonable precaution to protect drainage channels and bodies of water from pollution. All costs for work required for compliance with erosion control and stormwater control shall be included in the bid prices.
1. Conduct and schedule operations to minimize or avoid muddying and silting channels, drainage courses and waters.
 2. Provide any necessary water pollution control devices to prevent, control and abate water pollution, and implement good housekeeping pollution control measures to eliminate the discharge of pollutants from work sites to the maximum extent practicable. These water pollution control devices include drains, gutters, slope protections blankets and retention basins and shall be constructed concurrently with other Work at the earliest practicable time.
 3. Exercise care in preserving vegetation and protecting property, to avoid disturbing areas beyond the limits of the Work. Promptly repair any damage caused by Contractor operations.
 4. Retain eroded sediments and other pollutants on-site and do not allow transportation from the site by sheet flow, swales, area drains, natural drainage, or wind. Control slope and channel erosion by implementing an effective combination of best management practices (BMPs). Such BMPs may include scheduling grading during not-rainy periods, and shall include planting and maintaining vegetation on slopes and covering erosion-susceptible slopes.
 5. Protect stockpiles of earth and other construction-related materials from being transported from the site by wind or water.
 6. Properly store and handle fuels, oils, solvents, and other toxic materials to not contaminate the soil or other surface waters, enter the groundwater, or be placed where they may enter a live stream, channel, or other water conveyance facility. Protect all approved toxic storage containers from weather. Clean spills immediately and properly dispose of cleanup materials. Spills shall not be washed into live streams, channels, drains, or other water conveyance facilities.
 7. Do not wash excess or waste concrete into the public way or any drainage system. Retain concrete wastes on-site until they can be appropriately disposed of or recycled. Deposit trash and construction-related solid wastes in covered receptacles to prevent contamination of rainwater and dispersal by wind.
 8. Do not allow sediments and other materials to be tracked from the site by vehicle traffic. Stabilize construction entrance roadways to inhibit sediments from being deposited onto public ways. Immediately sweep up accidental sediment deposits. Do not allow sediment deposits to be washed away by rain or by any other means.
 9. Contain non-stormwater runoff from equipment or vehicle washing and any other activity at the worksite.



Storm Water Pollution Prevention

10. At completion of the Work, clear the worksite of debris and restore to a condition at least equal or better than prior to construction.
11. When construction activity with grading is likely to occur during the rainy season (October 15 through April 15), prepare a Wet Weather Erosion Control Plan and submit to the Project Coordinator for approval within 30 days of the execution of this Contract.
12. Guidance on selecting BMPs for the Wet Weather Erosion Control Plan can be obtained by visiting the Caltrans website and viewing the [Construction Site BMP Manual March 2003](http://www.dot.ca.gov/hq/construc/stormwater/CSBMPM_303_Final.pdf) document at: http://www.dot.ca.gov/hq/construc/stormwater/CSBMPM_303_Final.pdf
13. If pollution occurs in the work area for any reason, or when the Contractor becomes aware of any violation, correct the problem and immediately notify the Project Coordinator. In addition submit a written report to the Project Coordinator within seven (7) calendar days describing the incident and the corrective actions taken.
14. The provisions herein describe minimum compliance and do not preclude other more stringent stormwater pollution control measures that may be required.

C. Install approved perimeter controls prior to starting Work at the Project Site.

D. Inform Owner of any revisions required to the SWPPP to suit changing Project Site conditions and also when properly installed systems are ineffective.

3.2 Monitoring:

A. SWPPP water quality monitoring, for pH or turbidity or to satisfy other related requirements, is to be provided by County or County-designated Consultant.

3.3 Liabilities and Penalties:

A. Provision of the SWPPP and Monitoring by Owner shall not relieve Contractor from liabilities arising from non-compliance of stormwater pollution regulations.

B. Payment of penalties for non-compliance by Contractor shall be the sole responsibility of the Contractor.

C. Compliance with the Federal Clean Water Act and Construction General Permit (CGP) is the sole responsibility of the Contractor. Any fine against Owner due to non-compliance by Contractor, Owner shall recover all costs of the fine by appropriate assessment.

3.4 Maintenance:

A. It shall be the responsibility of the Contractor to provide inspection and maintenance of all BMP's used on the site for the duration of the construction. Replacement of BMP's due to damage shall be the responsibility of the Contractor and additional compensation will be allowed therefor.

3.5 Clean Up:

A. Clean out temporary sediment control structures that are to remain as permanent measures.

B. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

C. The Contractor shall remove and dispose of all temporary BMP's when construction is complete and disposal of materials shall be in a legal disposal site.



D. Upon Project Substantial Completion:

1. Contractor will leave stormwater pollution prevention controls and BMP's in place as required for Post Construction BMP Management and remove those that are not needed as determined by the Owner. Owner will maintain stormwater pollution prevention BMP's as part of Project Closeout through SMARTS with the SWPPP Notice of Termination (NOT).
2. Provide site-monitoring reports, REAPs, changes to the SWPPP, Compliance Certifications, Annual Report and other related Documents to the Owner. Post-Construction stormwater maintenance and management plan is considered to be in place at Project Final Completion.



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Appendix 'A'
Standard for Data and Voice Cabling



County of San Luis Obispo Standard for Data and Voice Cabling

Version 3.0
December, 2012

**Information Technology Infrastructure
General Services Agency - Information Technology**

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1. PURPOSE OF THE STANDARD

The purpose of this document is to define standards for the structured communications cabling systems that enable the transmission of voice and data at County of San Luis Obispo facilities. The intent of this cabling standard is to provide a document to be used with all voice and data cabling, either new projects, upgrades, or cabling maintenance, undertaken by the County of San Luis Obispo to ensure that the County is provided with a cabling solution that will maximize productivity and value by minimizing down time and maintenance requirements, while still providing for a future migration path to evolving technologies.

2. RESPONSIBILITIES

General Services Agency – Information Technology (GSA-IT) has the primary responsibility for the maintenance and management of all data and voice communication cabling at each County owned and leased facility. This responsibility includes:

- Management of the County's information cable plant
- Coordination of all cable installation, maintenance, and plant records
- Ensure compliance for new cable installations at County owned and leased facilities

GSA-IT will work with the project manager to ensure appropriate data and voice cabling for each new project, upgrade or maintenance effort.

3. DETAILS OF CABLING STANDARD

3.1. General Standards

3.1.1. All materials will be new.

3.1.2. All parts will be those listed or approved equivalents.

3.1.3. Materials and equipment shall be installed and tested as specified in the applicable publications, standards, rulings and determination of the following

3.1.3.1. ANSI - American national Standards Institute

- ANSI/TIA/EIA-568-B.1-10, B.2-10, B.3-10 - Commercial Building Telecommunications Cabling Standard
- ANSI/TIA/EIA-569-A - Commercial Building Standard for Telecommunications Pathways and Spaces
- ANSI/TIA/EIA-606-A - Administration Standards for the Telecommunications Infrastructure of Commercial Building
- ANSI/TIA/EIA-607 - Commercial Building Grounding and Bonding Requirements for Telecommunications

3.1.3.2. EIA – Electronic Industries Alliance

- EIA RS-359 – Standard codes for Color Identification and Coding
- EIA-455 – Standard Fiber Optic Test Procedures

3.1.3.3. BICSI – Building Industry Consulting Services International

- BICSI – Outside Plant Design

3.1.3.4. FCC – Federal Communications Commission

- 3.1.3.5. IEEE – Institute of Electrical and Electronic Engineers
- 3.1.3.6. NEMA – National Electrical Manufacturers Association
- 3.1.3.7. UL – Underwriters Laboratories.

3.1.4. All work shall be continuously coordinated with the County's General Services project coordinator, Maintenance staff, and or Information Technology staff.

3.2. Horizontal Cabling

3.2.1. The horizontal cable used for the distribution of data and voice shall be 4 pair, 24 AWG, Category 6a, plenum rated, LanMark 10-G2 Berk-Tek P/N 10130484 (Blue) or approved equivalent.

3.2.2. Where horizontal pathways are not noted as plenum space, riser rated (CM) cable may be utilized. LanMark 10-G2 Berk-Tek P/N 10137700 (Blue) or approved equivalent.

3.2.3. All cable runs must be 90m or less.

3.2.4. Horizontal cabling will be run in ceiling space.

3.2.5. Cabling must be appropriately supported along the entire path, using J-hooks, cable trays, or conduit and must not be attached to any other building wiring or conduit; and installed with sufficient bending radius so as not to kink, shear, or damage the cable.

3.2.6. Cable management straps shall be D-Ring style, velcro closure.

3.2.7. Horizontal Cabling Standard Parts

- (OR-70700107) – Ortronics Velcro closure D-ring straps
- (10130484) – Berk-Tek LanMark 10-G2 plenum rated cat. 6A cable
- (10137700) – Berk-Tek LanMark 10-G2 riser rated cat. 6A cable

3.3. Telecommunication Closet (IDF/MDF)

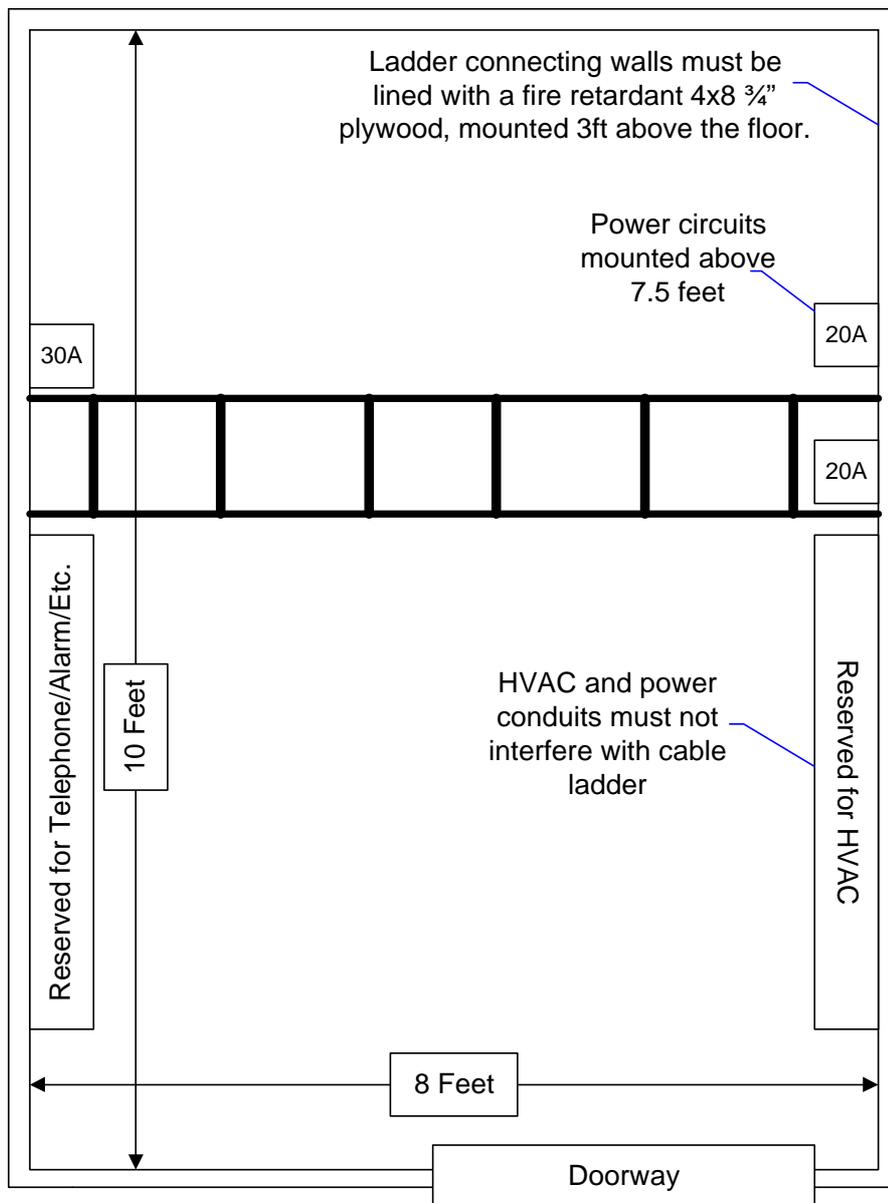
The telecommunication closet, sometimes referred as the Intermediate Distribution Facility (IDF), aggregates data/voice cabling from wall outlets to a single location. Additionally, in larger buildings, multiple IDFs are connected to a Main Distribution Facility (MDF) using fiber optic cabling. For smaller, single floor buildings there may be only one telecommunications closet making it the MDF. Telecommunication closets are not designed to house or support server/computer equipment. A standard IDF/MDF is shown in Figure 1.

3.3.1. For new construction the IDF and/or MDF must be a minimum of 8' X 10' and 8' in height. For a building being remodeled the IDF/MDF should be 8' x 10' but existing building constraints may not make that possible, so GSA-IT will work with the appropriate staff to find an acceptable solution.

3.3.2. IDF walls must be covered with fire resistant $\frac{3}{4}$ " plywood as appropriate to accommodate mounting of equipment, racks, ladders, power, etc. A minimum of two 4' x 8' backboards will be installed in each IDF.

- 3.3.3. Must have minimum two (2) 20A 120V, on opposite sides of the IDF, and one (1) 30A 120V electrical circuits.
- 3.3.4. Power circuits must be wall mounted 7.5 feet above the flooring.
- 3.3.5. Wall mounted power conduit and HVAC must not interfere with cable ladder wall mounting.
- 3.3.6. Racks must be anchored to the overhead cable ladder and the floor.

Figure 1: Standard SLO County IDF Design

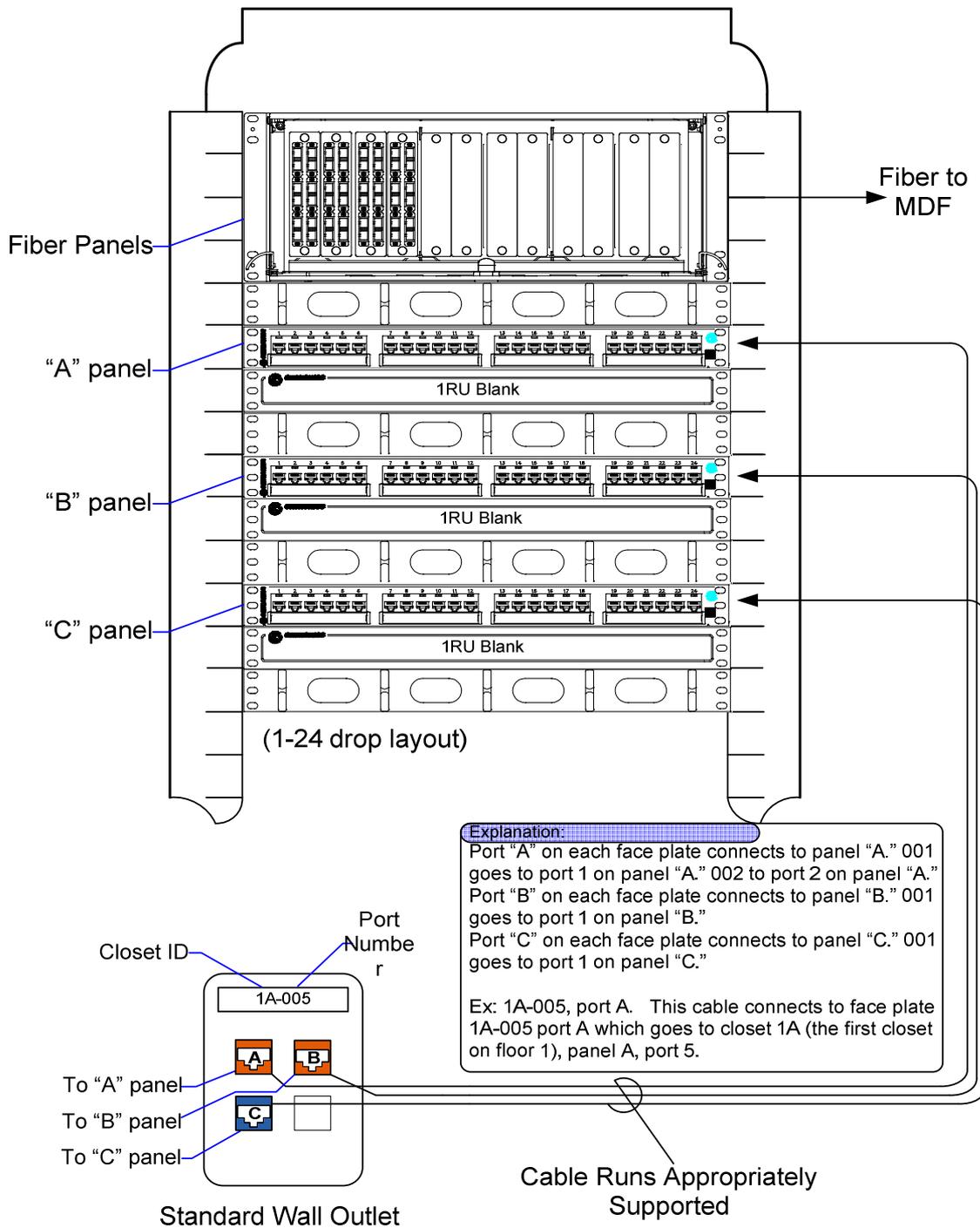


- 3.3.7. The overhead cable ladder will have a minimum of two points of attachment to the walls.
- 3.3.8. Wood or concrete flooring must be painted or covered.
- 3.3.9. Ceilings shall be “hard” with appropriate access hatches.
- 3.3.10. All racks shall be properly grounded, conforming to ANSI/TIA/EIA 607, NEC and all related grounding standards and codes.
- 3.3.11. All racks shall be installed side by side
- 3.3.12. Maximum of 288 copper cable terminations (96 drops for three cables each) per rack, additional cabling will require a second rack.
- 3.3.13. A suitable telecommunications ground for equipment as required per ANSI/TIA/EIA-607 (telecommunications grounding), IEEE Emerald Green book and NEC requirements will be provided in each IDF. All cable tray, ladders, equipment racks IDF/MDF shall be appropriately grounded/bonded to the telecommunications grounding.
- 3.3.14. IDF Standard Hardware. Parts other than those listed in this section shall not be used without prior County approval.
 - 3.3.14.1. Telecommunications Rack
 - (OR-MM6706) – Ortronics Mighty Mo cable management rack.
 - (OR-MM107SVR – Ortronics Mighty Mo server rack (four-post).
 - (OR-MM6CRB06) – Ortronics cable runway mounting bracket.
 - (40604-001) – Chatsworth concrete floor anchor kit
 - (40607-001) – Chatsworth wood floor anchor kit
 - 3.3.14.2. Cable Management
 - (OR-60400129) – Ortronics feed-through management panels
 - (OR-60400017) – Ortronics cable management rings
 - 3.3.14.3. Patch Panel
 - (OR-PHD610U24) – Ortronics clarity 24-port T568B.2-10.
Depending on the nature of the cabling, higher density patch panels may used with prior approval.
 - 3.3.14.4. Blanks
 - (OR-401004788) – Ortronics 1RU blank filler panel
 - (OR-401004789) – Ortronics 2RU blank filler panel
 - (OR-401004791) – Ortronics 4RU blank filler panel
 - 3.3.14.5. Cable Runway
 - (10250-712) – Chatsworth black universal 12”
 - (11308-001) – Chatsworth runway j-bolt Kit
 - (11420-701) – Chatsworth runway wall mount
 - (11301-701) – Chatsworth runway splice kit
 - (10488-701) – Chatsworth runway junction kit

3.4. Telecommunications Cabling Rack Layout

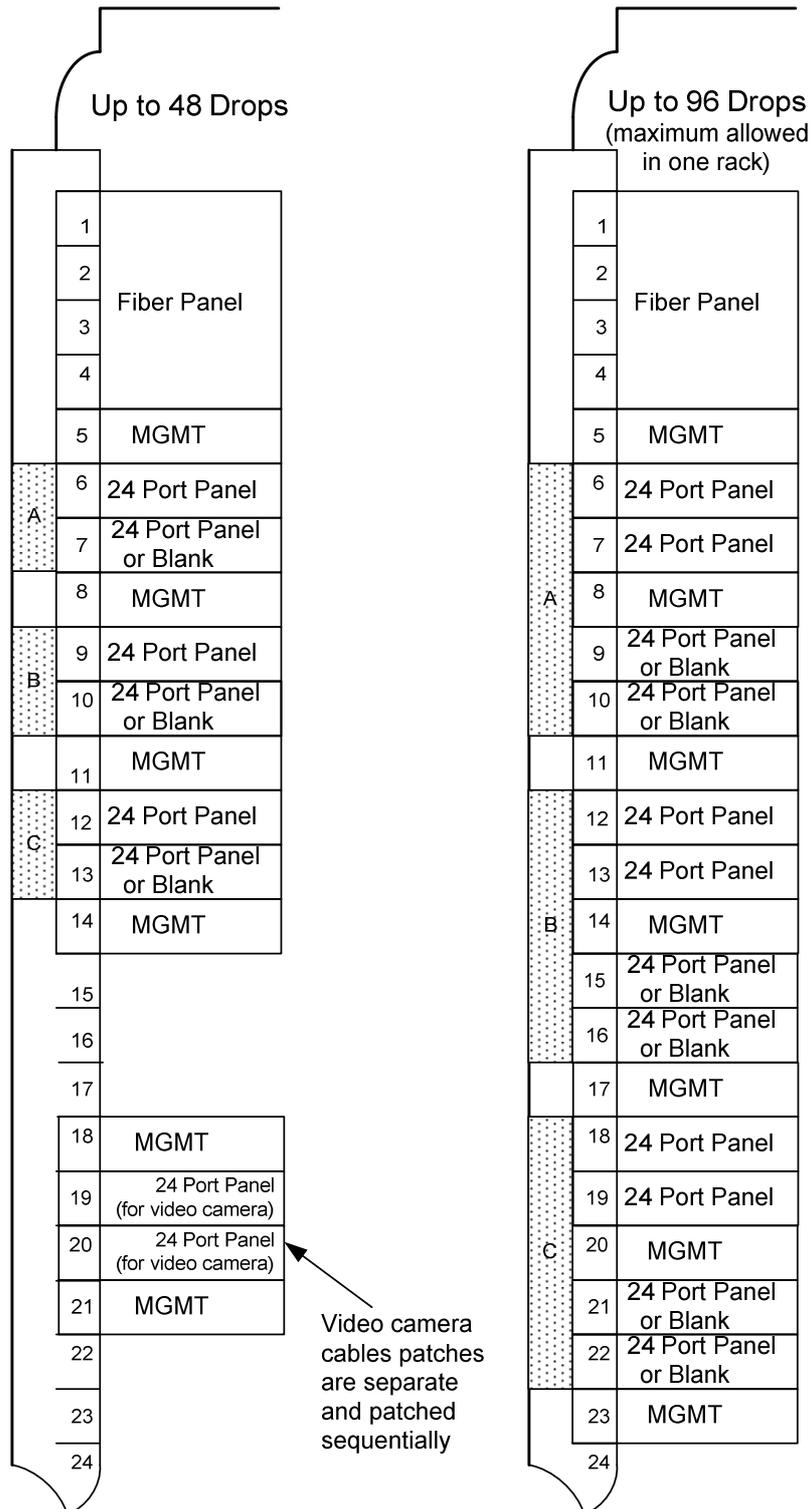
3.4.1. The typical data cabling rack layout is shown in Figure 2.

Figure 2: SLO County Cabling Rack Layout
A-B-C System Rack Standard



3.4.2. The number of three (3) cable drops along with the anticipated future expansion determines the cable rack layout as shown in Figure 3.

Figure 3: Typical SLO County Cabling Rack Layout for Different Number of 3 Cable Drops using Standard A-B-C Rack Layout and Sequential Video Cable Layout



3.5. Cabling for IP Based Video Cameras

- 3.5.1. Only one Cat. 6A data cable will be run to each IP based camera instead of the normal three cable drop.
- 3.5.2. Data cables for each IP based camera will run to a patch panels that are separate from the A, B, C system. Instead they are patched on separate patch panels sequentially located below the data cable patch panels (see Figure 3 above).

3.6. Data & Voice Wall Outlets

- 3.6.1. Wall outlets shall be 4 port. A layout is shown in Figure 2 and Figure 4. Data ports #1 and #2 shall be orange and voice port #3 shall be blue. Port #4 shall be a blank.
- 3.6.2. Wall Outlet Parts
 - (OR-40300546) – Ortronics 4 port faceplate or (OR-40400055) Ortronics 4 port surface mount box.
 - (OR-TJ610-43) – Ortronics Orange modular insert
 - (OR-TJ610-36) – Ortronics Blue modular insert
 - (OR-42100002) – Ortronics modular blank (package of ten)

3.7. Voice Backbone Cable and Termination

- 3.7.1. All voice backbone cable between the Main Distribution Facility (MDF) and each Intermediate Distribution Facility (IDF) shall depend on the job specifications but in no case will be less than 50 pairs.
- 3.7.2. Terminate all voice cables on voice building backbone termination blocks mounted on the closet backboard reserved for telephone/alarms. See Figure 1.
- 3.7.3. All voice connections will be cross connected from the termination blocks to Category 5e patch cords. One end is punched down on the termination block and the other is plugged into section C patch panel.
- 3.7.4. Voice Cable and Termination Standards
 - (OR-MC5E15-09) – Ortronics modular patch cords
 - (10032112) – Berk-Tek 50 pair plenum voice backbone cable
 - (10032471) – Berk-Tek 50 pair riser voice backbone cable
 - (OR-110ABC5E050) - 110 voice termination block

3.8. Fiber Optic Building Backbone Cable

- 3.8.1. Fiber optic cabling used to connect IDFs with the MDF will be a hybrid of twelve (12) strands of multi-mode and twelve (12) strands of single-mode cable, black jacket, using Berk-Tek Adventum plenum rated cable or approved equivalent.
- 3.8.2. Where pathways are not noted as plenum space, riser rated cable may be utilized.
- 3.8.3. The multi-mode fiber must be 50/125 micron, riser rated, terminated with LC pigtailed.
- 3.8.4. The single-mode fiber must be 8.3/125 micron OFNR terminated with SC pigtailed.
- 3.8.5. All fiber optic building backbone cabling will be run inside using plenum rated 1 ¼" orange inner duct with a 900 lb pull tape. Couplings shall not be used to join shorter sections of inner duct in the middle of a run.
- 3.8.6. Fiber termination should be with pigtailed that plug into adapter panels within the fiber patch cabinet. All pigtailed will be fusion spliced. All splices shall utilize appropriate splice trays and shall use heat shrink sleeves or splice protection covers.
- 3.8.7. Fiber Optic Backbone Cable Standards
 - (custom order) – Berk-Tek hybrid plenum rated cable with 12 strands of MMF (50 micron) and 12 strands of SMF (SMF-28e)
 - (OR-FC02U-C) – Ortronics rack mount (2U) fiber patch and splice cabinets for up to 36 fibers. For use in the IDF.
 - (OR-FC04U-C) – Ortronics rack mount (4U) fiber patch and splice cabinets for up to 144 fibers. For use in the MDF.
 - (OR-OFP-LCD12LC) – Ortronics LC duplex (12-fibers) multimode adapters (aqua)
 - (OR-OFP-SCD12AC) – Ortronics SC duplex (12-fibers) single mode adapters (blue)
 - (OR-P3TF4ZRFZZZ002M) – Ortronics connector pigtail, 12 fiber, 50 micron MMF, 2 meters.
 - (OR-626TC4ZR-RZ002M) – Ortronics connector pigtail, 12 fiber, OFNR SMF, 2 meters.
 - (OR-FST2-F012) – Ortronics fusion splice tray for 12 fibers
 - (OR-20500043) – Ortronics heat shrink sleeves pkg 50

3.9. Underground and Aerial Fiber Installation

This section address fiber optic cables that reside underground in conduit installed by trenching or directional bore, as well as aerial cabling installed on utility poles. Fiber counts to be determined in project scope.

3.9.1. Single Mode Fiber Optic Cable Specifications

- 3.9.1.1. Cable must meet Corning SMF-28 performance specifications or better.
- 3.9.1.2. Cable jacket color shall be black with white print labeling.
- 3.9.1.3. Cable must be pulled by hand with no mechanical assistance. Alternative means of pulling fiber must be approved by the County's project coordinator prior to implementation.
- 3.9.1.4. Underground and Aerial over-lashed cable shall be Corning Altos Loose Tube Gel-Free, p/n xxxEW4-T4100D20.
- 3.9.1.5. Aerial self-supported cable shall be Corning Solo ADSS, p/n xxxEN4-T4S01A20Xxxx

3.9.2. Conduit Specifications

- 3.9.2.1. Conduit shall be minimum 2" HDPE color orange.
- 3.9.2.2. Depth shall be a minimum 24".
- 3.9.2.3. Conduit shall be joined in accordance with Manufacturer's recommendations, and all joints shall be water tight.
- 3.9.2.4. All conduits shall be cleaned and tested prior to installation of cabling.
- 3.9.2.5. Conduits entering pull boxes shall be sealed appropriately after cable installation is complete.
- 3.9.2.6. The conduit shall gradually and smoothly slope up to the elevation of the pull box entrance. Bends if required shall be no more than 25 degrees.

3.9.3. Pull Box Specifications

- 3.9.3.1. Pull boxes will be used to facilitate the pulling of underground cable in duct, as well as splice enclosure and slack storage.
- 3.9.3.2. Boxes shall be installed following Manufacturer recommendations.
- 3.9.3.3. Boxes shall be concrete Old Castle (Christy) P48, p/n N48PBOX with 2 piece concrete lid, p/n N48D2.
- 3.9.3.4. Lid shall be marked "CoSLO Fiber Optic"
- 3.9.3.5. Boxes shall rest on 6" of compacted gravel as a base. An additional 3" of "Drain Rock" must added after the box is set.
- 3.9.3.6. Boxes shall be leveled and flush to grade.
- 3.9.3.7. Maximum distance between pull boxes is 1500'
- 3.9.3.8. All cable slack within any pull box shall be a minimum of 60' of coiled cable.

3.9.4. Splicing and Enclosures

- 3.9.4.1. All fibers shall be fusion spliced.
- 3.9.4.2. Splice enclosures shall be located within pull boxes, installed flush to grade.
- 3.9.4.3. Underground splice locations shall have a minimum of 60' of coiled cable for slack.
- 3.9.4.4. Aerial splice enclosures must be attached appropriately to messenger with a minimum of 100' aerially managed slack.

- 3.9.4.5. Splice enclosures shall be chosen from the following list, enclosure type and trays sized appropriately to project scope.
- Preformed Coyote Runt
 - Preformed Coyote Pup
 - Preformed 6.5" Coyote
 - Preformed 8.5" Coyote

3.9.5. Fiber Optic Terminations

- 3.9.5.1. All fiber optic strands shall be terminated with SC pigtails.
- 3.9.5.2. All fiber optic cables will be landed within a 19" rack mountable fiber splice cabinet. See section 3.8 for details on fiber optic cabling installed within buildings.
- 3.9.5.3. Fiber termination shall be with pigtails that plug into adapter panels within the fiber splice cabinet. All pigtails will be fusion spliced. All splices shall utilize appropriate splice trays and shall use heat shrink sleeves or splice protection covers.
- 3.9.5.4. The following parts and components shall be used for terminations:
- (OR-FC04U-C) – Ortronics rack mount (4RU) fiber patch and splice cabinets for up to 144 fibers.
 - (OR-OFP-SCD12AC) – Ortronics SC duplex (12-fibers) single mode adapters (blue)
 - (OR-626TC4ZR-RZ002M) – Ortronics connector pigtail, 12 fiber, OFNR SMF, 2 meters.
 - (OR-FST2-F012) – Ortronics fusion splice tray for 12 fibers
 - (OR-20500043) – Ortronics heat shrink sleeves pkg 50

4. LABELING AND LOCATING

4.1. Data Cable Labeling and Identification

- 4.1.1. All patch panel and wall outlet (station) designators shall be laser-printed black print on white background, no hand printing. The font shall be approximately 1/8 inches in height, block characters and clearly legible.
- 4.1.2. All labels shall be securely attached to faceplates and patch panels.
- 4.1.3. All copper and fiber optic cables shall be clearly labeled at both ends.
- 4.1.4. All patch panel and wall outlets will be labeled in sequential order as follows:

All IDFs and MDFs within a building shall follow a format of **fs**, where:

f = numeric character(s) identifying the building floor occupied by the IDF or MDF and s = alpha character(s) uniquely identifying the IDF/MDF on floor f,

Example: 1A is the first IDF on the first floor

Example: 3B is the second IDF on the third floor

All wall outlets (station) shall follow a format of **fs-n**, where:

fs = IDF/MDF designation described above; and n = three numeric characters designating the port on the patch panels on which each of the three cables are terminated in the IDF/MDF.

Example: 1A-011 is port 11 on patch panels A, B, C in the first (or A) IDF/MDF on the first floor

Example: 2C-124 is port 124 on patch panels A, B, C in the third (or C) IDF/MDF on the second floor

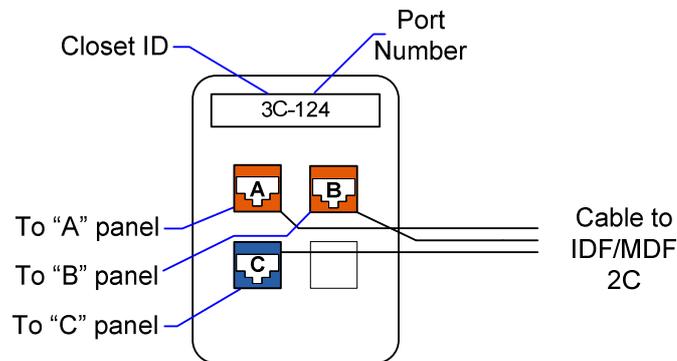


Figure 4: Standard Wall Outlet

4.1.5. Labeling Standard

- (OR-70700408) – Ortronics patch panel designator, white
- (OR-70700411) – Ortronics wall outlet designator, white

4.2. Optical Fiber Labeling and Locating

- 4.2.1. Conduits shall have an appropriately sized pull rope installed with integrated locator wire, such as Neptco Detectable MULETAPE.
- 4.2.2. Where applicable, buried pull boxes shall have an electronic ball locator installed, such as 3M Electronic Marker System, telecommunications orange.
- 4.2.3. Coiled cable in pull boxes and buildings will be tagged "CoSLO Fiber Optic – 805-788-2800".
- 4.2.4. Aerial cable will be tagged at each utility pole attachment "CoSLO Fiber Optic – 805-788-2800".
- 4.2.5. Cable terminations will be labeled with cable number, location, and fiber number.

5. TESTING OF CABLING

5.1. All testing shall be performed after all telecommunication outlets have been secured and all fibers have been terminated in their final position and properly labeled. The building must be operational (i.e. building lighting and power must be energized during testing).

5.2. All original test results will be submitted in soft copy using the test equipment's native file format to the County's project coordinator – see 3.1.4

5.3. Submit one or more binders containing the following documentation and test results for all cables to the County of San Luis Obispo, General Services Agency, Information Technology Department. Binders shall be indexed with tabs denoting Main Distribution Facility (MDF) and Intermediate Distribution Facilities (IDF). All original test results shall have been uploaded directly from the cable test equipment and printed directly. Testing and documentation shall include, but not be limited to:

5.3.1. Fiber Optic Cables

5.3.1.1. Using an Optical Power Meter with memory and adapter measure and record end-to-end insertion loss for all installed cables, including: all connectors, cables and patch cords. All fiber optic insertion loss (attenuation). The total loss shall be measured and reported for each cable at the appropriate operating wave lengths, 850 nm, 1300 nm for multi-mode, and 1310 nm, 1550 nm for single mode fiber. Optical attenuation tests shall be conducted in both directions, end-to-end. The length of each fiber shall also be documented.

5.3.1.2. Using an Optical Time Domain Reflectometer (OTDR), all single mode and multi-mode cables shall be tested and record all fiber optic insertion loss (attenuation) and attenuation coefficient at the appropriate operating wave lengths, 850 nm, 1300 nm for multi-mode, and 1310 nm, 1550 nm for single model. The length of each fiber shall be documented and the distance to all splices and connections.

5.3.2. Data Horizontal Cabling System (Category 6a)

5.3.2.1. All horizontal data (Category 6a) permanent link testing shall be performed using a Level IV accuracy cable tester, updated with the most recent firmware and using the correct link adapters. And record:

- Length
- Line map continuity
- Pass or Fail on a Cat 6A connectivity test

5.3.2.2. Tests shall be performed on finished cables (patch cords, patch panel, horizontal cable, station connectors) end to end.

5.3.3. Voice Building Backbone Cables

5.3.3.1. Tests shall be performed on finished cables end to end and record:

- Continuity
- Shorts
- Opens

5.3.3.2. Tests shall be performed on finished cables end to end.

Appendix 'B'
Design Guidelines for County Facilities
Master Format 2006

**COUNTY OF SAN LUIS OBISPO
 DESIGN GUIDELINES FOR COUNTY FACILITIES- MASTERFORMAT 2004
 **** ADD SOLE SOURCE INSTRUCTIONS******

DIVISION 0	PROCUREMENT & CONTRACTING REQUIREMENTS			DATE: 4/2006
DESCRIPTION	SECTION	PRODUCT	MODEL #	NOTES
Hazardous Materials Information	00 31 26 – Existing Hazardous Material Information			Confirm Existing Hazardous Material Testing with Maintenance/Architectural Services (Blue Book)
Survey Information/Soils Report	00 31 21 – Survey Information 00 31 32 – Geotechnical Data			

DIVISION 0, GENERAL NOTES:

DIVISION 1		GENERAL REQUIREMENTS			DATE: 4/2006
DESCRIPTION	SECTION	PRODUCT	MODEL #	NOTES	
Demolition/recycling	01 35 00 – Special Procedures			Include County Recycling Requirements	
Special Airport project Procedures	01 35 13.13 - Special Project Procedures for Airport Facilities			FAA requirements for Airports, including but not limited to DBE, Davis Bacon, Access badges	
Special Detention project Procedures	01 35 13.13 - Special Project Procedures for Detention Facilities			BOC requirements for Jails, JSC	
Patching				Patch entire surface to nearest corner for uniform appearance unless otherwise instructed by County	
Tool Cleaning				No cleaning of tools in sinks allowed	

DIVISION 1, GENERAL NOTES: Include County Recycling Requirements

DIVISION 2		EXISTING CONDITIONS			DATE: 4/2006
DESCRIPTION	SECTION	PRODUCT	MODEL #	NOTES	
Patching to nearest corner					
Haz Mat investigation/County book					

DIVISION 2, GENERAL NOTES: Include County Recycling Requirements

DIVISION 3		CONCRETE			DATE: 4/2006
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DESCRIPTION	SECTION	PRODUCT	MODEL #	NOTES
Concrete Reinforcing	03 20 00 – Concrete Reinforcing			
Reinforcing steel	03 21 00 – Reinforcing Steel			40ksi yield grade, deformed billet steel bars
Dowels	03 21 00 – Reinforcing Steel	ASTM A615		40ksi yield grade, plain
Welded Steel Wire Fabric	03 22 00 – Welded Wire Fabric Reinforcing	ASTM A185		Plain
Concrete Slabs	03 30 00 – Cast-In-Place Concrete			3,000 psi @28 days, slump 1-4 inches, Water/Cement Ratio: 0.58 min, Air Entrained: 2.5%, Type IIA Portland cement
Concrete Paving sidewalks/Finishing	03 33 00 – Architectural Concrete			Sidewalks/Seating: Light Broom Curbs & walls: Trowel Splashpads: Heavy broom
Shotcrete	03 37 00 - Specialty Placed Concrete 13 37 13 - Shotcrete		Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment	“Wet Gunned” w/air, pneumatically applied. Application process easier than Gunite (dry-gunned) Used at Skate Park
Admixtures	03 39 00 – Concrete Curing			Use only when approved in writing by Architect/Engineer. Densifying agent was used at El Chorro Maint Bldg.

DIVISION 3, GENERAL NOTES:

City of SLO standards within downtown area

DIVISION: 4		MASONRY		DATE: 4/2006
DESCRIPTION	SECTION	PRODUCT	MODEL #	NOTES
Concrete Block	04 22 00 – Concrete Unit Masonry	AirVol Block or approved equal		8"x8"x16", all cells grouted. Integral moisture resistant additive to be used in block & grout at building walls.

DIVISION 4, GENERAL NOTES:

DIVISION 5		METALS		DATE: 4/2006
DESCRIPTION	SECTION	PRODUCT	MODEL #	NOTES
Metal Wall Studs/Channels	05 41 00 - Structural Metal Stud Framing			
Stair Treads & Nosings	05 55 00	Wooster Products, Inc., Wooster OH or approved equal		Metal treads place over existing stairs, ADA compliant, slip resistant Wooster 1-800-321-4936
Shop Priming-Galvanized		Galv-Weld or equal		Paint concealed areas before assembly. Remove rust, scale, grease & oil after fabrication & before shop priming.
Shop Priming-other metals		one coat approved primer		Paint concealed areas before assembly. Remove rust, scale, grease & oil after fabrication & before shop priming.
Field Painting – Galvanized				Acid etch w/muriatic acid. Prime w/oil-based primer specific to galv. surfaces, 2 finish coats min. of spec'd. paint.

DIVISION 5, GENERAL NOTES:

All metal exposed to view or moisture shall be non-ferrous or heavy hot-dipped galvanized conforming to ASTM Spec. A153-60. Dissimilar metals shall not touch.

DIVISION 6		WOOD, PLASTICS & COMPOSITES		DATE: 4/2006	
DESCRIPTION	SECTION	PRODUCT	MODEL #	NOTES	
Wood Preservatives	06 05 73.33 – Preservative Wood Treatment	Copper Naphthenate (green) or Zinc Naphthenate (clear)		Application rate of 0.25 pcf for above ground conditions. 0.4 pcf for ground contact for sills, sleepers, etc. in contact w/masonry or conc. and cants, nailers, curbs, equip. support bases, etc. in connection w/roofing, flashing & waterproofing.	
Sheathing	06 16 00 - Sheathing	Plywood/OSB			
Millwork	06 22 00 - Millwork			Architectural Woodwork shall be manuf. in accordance w/standards established in the Manual of Millwork of the Woodwork Institute of California, latest edition, for WIC "Custom" Grade.	
Plastic Decking	06 53 00 – Plastic Decking				
Plastic Laminate	06 64 00 – Plastic Paneling	Wilsonart, Formica, Nevamar, or Equal			
FRP	06 82 00 – Glass-Fiber Reinforced Plastic			Required at Restrooms – 4ft. high & 4 ft. horizontally in front of or to the side of sanitary fixtures	

DIVISION 6, GENERAL NOTES:
Provide solid wood blocking behind all toilet & bath accessories, drapery track hardware, wall mounted doorstops, handrails, cabinets, hanging modular furniture, etc. Provide putty tape under all sill plates at ground level conc. slabs. Provide waterproof construction adhesive where plywood floors attach to wood joists. Use P.T. wood at exterior site applications.

DIVISION 7	THERMAL & MOISTURE PROTECTION		DATE: 4/2006	
DESCRIPTION	SECTION	PRODUCT	MODEL #	NOTES
Insulation	07 21 00 – Thermal Insulation	Johns Manville or equal		Promote recycled content & formaldehyde-free products
Blanket Insulation	07 21 16 – Blanket Insulation	Johns Manville or equal		Faced or unfaced
Blown-In Insulation	07 21 26 – Blown Insulation	Johns Manville or equal		
Asphalt Shingles	07 31 13.13 – Fiberglass-Reinforced Asphalt Shingles	Fiberglass & asphalt comp. conforming to ASTM D3462 & ASTM D3018, Type 1. Class A Fire & Wind Resistant Labels, 240#/sq. min. wt.	Gaf, or equal	Architectural grade Valleys shall be metal, not woven shingles. Install o/single ply of 15# underlayment o/solid sheathing.
Membrane Roofing	07 50 00 – Membrane Roofing	Johns Manville	Ultraguard, SR-80 reinforced	Single ply roofing
Fluid Applied Roofing	07 56 00 – Fluid Applied Roofing	Astec	Astec #900	As Recommended by Dinyari for single ply roof having positive slope & drainage
Roof Hatches	07 72 33 – Roof Hatches	Dur-Red (www.dur-red.com) or Equal	Ladder Hatch-Model LH	14 ga., Galvanized, fully welded, pre-assembled w/heavy duty 3/16" gav. pivot hinges, lid w/fiberglass insulation & inside/outside handles w/padlock, auto hold-open.
Building Felt		Asphalt saturated organic felt, ASTM D226, Type I (15#)		Fasteners: Standard staples, hot dipped zinc coated steel. Provide 2 horiz. plies in shingle fashion at siding, plaster, roofing, flashings & wall openings No tears or punctures

Flashings & Sheet Metal	07 62 00 – Sheet Metal Flashing & Trim	Galvanized steel, ASTM A525, 24 ga. min w/min. 1.25 oz/ft(2) galvanized coating		<p>Provide strainers, outlet tubes, baffles, hangers & gutter ends as req'd for complete system complying w/SMACNA.</p> <p>18 ga. at locations accessible to blg. occupants.</p> <p>Flashing at top of parapets of wing walls shall be secured with metal clips, not nailed thru.</p> <p>Joints to have 4" min. overlap w/weld or solder or mech. fastening w/sealant.</p> <p>"Z" flashing at heads of ext. doors in addition to blg. paper flashing.</p> <p>10' max. lengths, allow for expansion at joints.</p>
Flashing paper	07 65 00 – Flexible Flashing	Std. asphaltic coated, moisture-resistant		<p>Install per SMACNA in coordination w/underlayment. Weatherlap joints 4" min. & seal w/plastic cement. Stagger joints between layers, lap ends 6" min, stagger end joints. Add extra layer 18" min. at int. & ext. blg. corners w/6" min weatherlap, staple in place.</p> <p>9" wide strips, folded in 90 deg. angle at all windows & ext. doors.</p>
Plastic cement		Asphaltic type w/mineral fiber content		Free of toxic solvents FS SS-C-153.
Gutters & Downspouts	07 71 23 – Manufactured Cutters & Downspouts	22 ga. min., 3"x4" min		Provide cleanout at grade.
Reglets	07 71 26 - Reglets	Fry Reglet Corp./Springlok System, MM Systems Corp./Snap-Tite Sys or Equal		Pre-manufactured

DIVISION 7, GENERAL NOTES:

All roofing shall have a minimum 2 year contractor's warranty for labor and materials. Roofing shall be sloped. No flat roofs are permitted. Asphalt shingles shall have a 2ply underlayment. Tile roofing shall have a 2 ply hot mopped underlayment. Provide gutters and downspouts on the exterior of the building.

No touching of dissimilar metals allowed. Hem exposed edges on underside 1/2". Backpaint flashings w/heavy-bodied bituminous paint where in contact w/cementitious or dissimilar mat'l's.

DIVISION 8	OPENINGS	DATE: 4/2006
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DESCRIPTION	SECTION	PRODUCT	MODEL #	NOTES
Hollow Metal Doors & Frames	08 11 00 – Metal Doors & Frames	Steelcraft or Approved Equal	Exterior: Steelcraft "L" Series 16 ga honeycomb core or "S" or "A" Series 16 ga. tubular for full glass, galvanized, w/galvanized 14 ga. frames. Interior: Steelcraft "L" Series honeycomb core, or "S" or "A" series for full glass 18 ga w/16 ga frames.	If not Steelcraft, the "or equal" must match Steelcraft hinge and lock layout. Use 6" wide stile exterior doors when possible. Use knockdown frames at interiors. Use 6" wide stile doors when possible.
Interior Metal Frames	08 12 00 – Metal Frames	16 ga. Grade III extra heavy duty pre-finished steel.		Knock-downs only allowed when req'd to fit into exist construction.
Exterior Metal Frames	08 12 00 – Metal Frames	Welded, pre-assembled, 14 ga. Grade III, extra heavy duty w/G90 Zinc coating complying w/ASTM A525.		If not Steelcraft, the "or equal" must match Steelcraft hinge and lock layout
Exterior Hollow Steel Doors	08 13 00 – Metal Doors	16 ga. Grade III extra heavy duty pre-finished steel w/G90 Zinc coating coating complying w/ASTM A525.		If not Steelcraft, the "or equal" must match Steelcraft hinge and lock layout

Wood Doors	08 14 00 – Wood Doors			
Exterior Doors	08 14 00 – Wood Doors	1 ¾" thick, solid staved wood core, flush type.		Provide door top weatherstripping cap or equiv. means of protecting top edge. Stiles & rails to be bonded to core.
Interior Doors	08 14 00 – Wood Doors	1 ¾" thick min., solid core.		Stiles & rails to be bonded to core.
Metal Windows	08 50 00 - Windows			3 year min. warranty
Hardware - General	08 71 00 – Door Hardware			ADA Compliant where applicable. Contact IR Security & Safety Consultants/Loren Studley (805) 499-8828. NO SUBSTITUTIONS
Key System	08 71 00 – Door Hardware	SCHLAGE , Primus Level 3 Interchangeable Core (IC), Factory Registered, Patent Protected Key System. NO SUBSTITUTIONS		Submit to County to stamp to County's identification system. NO SUBSTITUTIONS
Locksets	08 71 00 – Door Hardware	SCHLAGE , Series L or D NO SUBSTITUTIONS	Primus 6 pin, keyway designated by County, Level 3 IC cylinders. NO SUBSTITUTIONS	County to key and provide Primus cores NO SUBSTITUTIONS
Deadbolts	08 71 00 – Door Hardware	SCHLAGE IC type body Large format	Primus core, B700R or B600R series	NO SUBSTITUTIONS
Combination Entry Control Locks	08 71 00 – Door Hardware	SCHLAGE AD Series NO SUBSTITUTIONS	Per requirements NO SUBSTITUTIONS	Primus interchangeable core NO SUBSTITUTIONS
Electronic Access Controls	08 71 00 – Door Hardware	SCHLAGE , AD Series, MTK with 8 AA batteries Sparta lever design NO SUBSTITUTIONS		NO SUBSTITUTIONS
Padlocks	08 71 00 – Door Hardware	SCHLAGE , Kryptonite Series NO SUBSTITUTIONS	Full IC adaptable NO SUBSTITUTIONS	NO SUBSTITUTIONS
Cabinet Locks	08 71 00 – Door Hardware	SCHLAGE , CL 1000/2000 Series		NO SUBSTITUTIONS

Door Closers	08 71 00 – Door Hardware	LCN - NO SUBSTITUTIONS	Exterior: LCN 4040 Series, use EDA arms at out-swinging doors. Interior: LCN 4040 Automatic Operators: At retro-fit applications, use LCN 4600 Series. At new applications, use Dor-O-matic Senior Swing Series. NO SUBSTITUTIONS	Mount on room side or pull side u.o.n. NO SUBSTITUTIONS
Panic Hardware	08 71 00 – Door Hardware	Von Duprin NO SUBSTITUTIONS	Von Duprin CD98 or CD35 Series. NO SUBSTITUTIONS	Use key-removable mullions plus rim devices at pairs when possible. Use LBR and 996L-F lever trim at rated openings less CD. Use 94 Series when advised. NO SUBSTITUTIONS
Mullions	08 71 00 – Door Hardware	Von Duprin NO SUBSTITUTIONS	KR Series w/MT54 storage bracket kits. NO SUBSTITUTIONS	NO SUBSTITUTIONS
Hinges & Butts	08 71 00 – Door Hardware	Conventional: Ives CB1 Series, Stanley, Hager, McKinney Continuous: Pemko, Hager, Zero 914-SC or 919STST	Ball Bearing, Heavy duty or extra heavy duty. 4 ½” size	Non-ferrous butts w/non-removable vandal-proof pins at exterior, outswinging doors, stainless steel butts at labeled doors. 3 hinges to 84” high, 4 hinges to 120” high for ea. door leaf u.o.n.
Door Stops	08 71 00 – Door Hardware	Ives/Quality or approved equal		
Wall Stops	08 71 00 – Door Hardware	Ives/Hager/Rockwood/Quality or approved equal		Use on Interior Only
Overhead Stops	08 71 00 – Door Hardware	Glynn Johnson	90 Series & 100 Series	Use only where floor or wall stops are unadvisable.
Thresholds	08 71 00 – Door Hardware	Pemco or approved equal		

Door Plates	08 71 00 – Door Hardware	Kickplates: Ives 8400 Series, 12"H x 2" less than door width (1" LDW at non mullioned pairs), Hager Push/Pull Plates: Ives, Hager, Rockwood Latch Guards: Ives, Hager, Rockwood		
Door Seals	08 71 00 – Door Hardware	Pemko, Zero, Reese.		Avoid using adhesive type seals.
Hardware - Detention	08 71 63 – Detention Door Hardware			
Locks and Electric Locks	08 71 63 – Detention Door Hardware	Note: Jail Locks are Southern Steel and Brinks NO SUBSTITUTIONS	Primus 6 pin, keyway designated by County, IC cylinders. NO SUBSTITUTIONS	County to key and provide Primus cores NO SUBSTITUTIONS
High security hinges and butts	08 71 63 – Detention Door Hardware	Southern Steel or Folger Adams		Jails and prisoner holding areas
Solar Control Films	08 80 00 – Glazing / 08 87 13 – Solar Control Films	Sun-Gard / Glass-Gard		SHGC \leq 0.39 or \leq 0.47 with VT/SHGC ration $>$ 1.3
Safety Films	08 80 00 – Glazing / 08 87 16 – Safety Films	3M or equal		
Ballistics-Resistant Glazing	08 80 00 – Glazing / 08 88 56 – Ballistics-Resistant Glazing			

DIVISION 8, GENERAL NOTES:

Windows shall be dual glazed and operable except for skylights and where security requirements must be met. Window frames shall be aluminum and provided with a baked on powder coated finish. Windows shall be equipped with aluminum frame and mesh screens, and designed for coverings and solar control.

Exterior doors shall be galvanized steel doors and frames and be factory primed. Interior wood doors and frames shall be solid core.

Door hardware shall be lever operated, aluminum, satin or brush finished. Contractor shall provide interior door cores, and hardware for interior and exterior doors. The County shall set keying for all doors and provide and install the primus cores (exterior doors).

DIVISION 9	FINISHES	DATE: 4/2006
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DESCRIPTION	SECTION	PRODUCT	MODEL #	NOTES
Interior wall assemblies	09 21 16 – Gypsum Board Assemblies	Standard Finish		ASTM C365/8" fire resistant Type 'X' gyp bd., min. Water resistant at all wet locations Attached w/appropriate screws @ 7" o.c. No Nails permitted
Portland Cement Stucco	09 24 00 – Portland Cement Plastering / 09 24 23 – Portland Cement Stucco	La Habra or Equal		
Backing Board	09 28 00 – Backing Boards & underlayment / cementitious Backing Boards			
Ceramic Tiling	09 30 00 - Tiling / 09 30 13 Ceramic Tiling			
Acoustical Ceiling Tile	09 50 00 – Ceilings / 09 51 23 – Acoustical Tile Ceilings			
Acoustical Ceiling Suspension Assemblies	09 50 00 – Ceilings / 09 53 23 – Metal Acoustical Ceiling Suspension Systems			
Resilient Base & Accessories – Thresholds, edging, transitions	09 60 00 – Resilient Flooring 09 65 13 – Resilient Base & Accessories	Burke, Mercer or approved equal		4" typ., 6" to match existing or as specified. With pre-molded internal & external corners. Use full lengths, no lengths less than 8".
Resilient Sheet Flooring	09 60 00 – Resilient Flooring 09 65 16 – Resilient Sheet Flooring	Mannington Commercial, LG Chem., Forbo or approved equal	Fine or Random fields, Constellation Series, Marmoleum Fresco	Commercial grade, inlaid sheet vinyl, 5 year warranty

Carpeting	09 68 00 – Carpeting 09 68 13 – Tile Carpeting 09 68 16 – Sheet Carpeting	Collins & Aikman, NO SUBSTITUTIONS	Self adhesive vinyl backing	10 yr. warranty, ADA compliant
Entrance Mats	09 68 13 – Tile Carpeting	Collins & Aikman		Integral entrance mat
Access Flooring	09 69 00 – Access Flooring			
Painting & Coating	09 90 00 – Painting & Coating			
Exterior Wall Paint	09 91 13 – Exterior Painting	Sherwin Williams, Promar 200, or equal	Low sheen: #B33W200 Semi-gloss: #B34W200 Hi-gloss: #B35W200	
Exterior Wall Paint	09 91 13 – Exterior Painting	Sherwin Williams, or Equal	1 st Coat: Loxon Exterior Acrylic Masonry Primer A24W00300 2 nd & 3 rd Coats: SuperPaint Exterior Acrylic Latex Satin Finish A89W00507	For Stucco, Masonry, Concrete, Plaster, Hardi-Plank
	09 91 13 – Exterior Painting	Sherwin Williams, or Equal	1 st Coat: Heavy Duty Acrylic Block Filler B42W00046 2 nd & 3 rd Coats: SuperPaint Exterior Acrylic Latex Satin Finish A89W00507	CMU Block/not previously painted
	09 91 13 – Exterior Painting	Sherwin Williams, or Equal	1 st Coat: A-100 Exterior Oil Wood Primer Y24W00020 2 nd & 3 rd Coats: SuperPaint Exterior Acrylic Latex Satin Finish A89W00507	Wood/Painted
	09 91 13 – Exterior Painting	Sherwin Williams, or Equal	1 st & 2 nd Coats: Woodscapes Exterior Polyurethane Semi-Transparent Stain A15T00005	Wood/Stained/Semi-transparent Finish
	09 91 13 – Exterior Painting	Sherwin Williams, or Equal	1 st & 2 nd Coats: Woodscapes Exterior Acrylic Solid Color Stain A15W00051	Wood/Stained/Opaque Finish

	09 91 13 – Exterior Painting	Sherwin Williams, or Equal	1 st Coat: Kem Bond HS Universal Metal Primer Off White B50WZ0004 2 nd & 3 rd Coats: DTM Acrylic Coating Semi-Gloss B66W00211	Ferrous Metal
			Pretreatment: Jasco Metal Etch 1 st Coat: DTM Acrylic Primer Finish B66W00001 2 nd & 3 rd Coats: DTM Acrylic Coating Semi-Gloss B66W00211	Galvanized Metal
Interior Wall Paint - Offices	09 91 23 – Interior Painting	Sherwin Williams, or equal	Latex Enamel (Lo sheen) Latex Flat (Weathercoat) Latex Primer (PVA sealer - Acrylic primer)	
			1 st Coat: ProMar High Holdout Primer B28WY2000 2 nd & 3 rd Coats: ProMar 200 Interior Latex Low Sheen ES Enamel Extra White B20W01251	Drywall/Offices – (All areas except Public Areas, Restrooms, & Wet locations.
			1 st Coat: ProMar High Holdout Primer B28WY2000 2 nd & 3 rd Coats: ProMar 200 Interior Latex Semi-Gloss Extra White B31W02251	Drywall/Public Areas, Restrooms, & Wet locations.
			1 st Coat: PrepRite Classic Interior Latex Primer White B28W00101 2 nd & 3 rd Coats: ProMar 200 Interior Latex Semi-Gloss Extra White B31W02251	Plaster/Concrete

			1 st Coat: ProMar White Lacquer Undercoater White B44WT0001 2 nd & 3 rd Coats: ProMar 200 Interior Latex Semi-Gloss Extra White B31W02251	Wood Doors & Jambs, Trim/Painted
			1 st Coat: Kem Bond HS Universal Metal Primer Off White B50WZ0004 2 nd & 3 rd Coats: ProMar 200 Interior Latex Semi-Gloss Extra White B31W02251	Ferrous Metal
			Pretreatment: Jasco Metal Etch 1 st Coat: DTM Acrylic Primer Finish B66W00001 2 nd & 3 rd Coats: ProMar 200 Interior Latex Semi-Gloss Extra White B31W02251	Galvanized Metal
			1 st Coat: PrepRite Block Filler White B25W00025 2 nd & 3 rd Coats: ProMar 200 Interior Latex Semi-Gloss Extra White B31W02251	CMU Block
			Salt Water Taffy #SLO 7744 Cashmere #SLO 7129 Brie #SLO 13447	Standard Interior Paint Colors for Offices, Parks has their own standards
Exterior elastomeric coat	09 96 53 – Elastomeric Coatings	VIP, Sherwin Williams	2 coats min. 2 mil. each	3 Year NDL

DIVISION 9, GENERAL NOTES:

Use Standard Office colors per coordinator/Maintenance or as otherwise directed in writing.
Use Standard Parks colors for Parks projects.

DIVISION 10	SPECIALTIES		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES
Signage	10 14 00			Must meet ADA
Toilet Compartments	10 21 13 - Toilet Compartments	Santana:(www.santanaproducts.com) or Approved Equal		15 yr Warranty, Poly-Mar HD or Poly-Granite HD, High Density Polyethylene (HDPE) w/min. 10% recycled matl., waterproof, non-absorbent, self-lubricating surface that resists markings by writing utensils, 1" thick, ADA compliant where required
Offices	10 21 13.13 –Plastic Toilet Compartments	Santana or Approved Equal		or approved equal, see specs
Parks & Public Use buildings	10 21 13.19 – Plastic Toilet Compartments	Santana or Approved Equal	Poly-Mar HD	or approved equal, see specs
Corner Guards	10 26 00 – Wall & Door Protection	Acrovyn or equal		
Toilet, Bath & Laundry Accessories	10 28 00 – Toilet, Bath & Laundry Accessories	Bobrick, Bradley, or approved equal		or approved equal
Commercial Toilet Accessories (OFFICES/BUSINESS AREAS)	10 28 13.13 – Toilet Accessories			
Security Toilet Accessories (PARKS/EXTERIOR)	10 28 13.53 – Toilet Accessories			
Detention Toilet Accessories (JAIL)	10 28 13.63 – Toilet Accessories			
Toilet paper dispenser Partition mounted for 2 stalls		Bobrick, Bradley, or approved equal	Std: #B-386, key lock, double roll ADA:	or approved equal, stainless steel, satin finish
Toilet paper dispenser recessed		Bobrick, Bradley, or approved equal	Std: ADA:	or approved equal

Toilet paper dispenser surface mtd.		Bobrick, Bradley, or approved equal	Std: #B-2888, key lock, double roll, surface mounted	ADA: incl. non-controlled delivery
Combination dispensers - Women TP, seat covers, sanitary disposal		Bobrick, Bradley, or approved equal	#B-357, 2 stalls – (2 STD) #B-3571, 2 stalls (1 ADA, 1 STD) #B-3574, 1 stall recessed	or approved equal, stainless steel, satin finish
Combination dispensers – Men TP, seat covers		Bobrick, Bradley, or approved equal	#B-347 2 stalls #B-3471 2 stalls (1 ADA) #B-3474 1 stall recessed	or approved equal, stainless steel, satin finish
Towel/soap dispenser		Bobrick, Bradley, or approved equal	#B-319, recessed	or approved equal, stainless steel, satin finish
Baby Changing Stations		Bobrick Koala Kare Products or equal	KB100 –Horizontal or KB101-Veritcal	ADA compliant (Units are about \$200/2006)
Restroom trash can		Bobrick, Bradley	#B-3678, 12 gal. min., self closing, recessed	or approved equal, stainless steel, satin finish
Sanitary supply vendors		Bobrick, Bradley, or approved equal	#B-3500, recessed, single coin operation	stainless steel, satin finish
Grab bars		Bobrick, Bradley, or approved equal	#B6806, Model 812	ADA 18 ga. 1.5" dia. Type 304 stainless steel, satin finish. 13 ga. concealed mounting flange. 1.5" clr. from wall. Can support 900lbs.
Folding utility shelf		Bobrick, Bradley	#B-287	or approved equal, stainless steel, satin finish
Parks - Toilet Accessories	10 28 00 – Toilet, Bath & Laundry Accessories			
Toilet paper dispensers		Continental	#876-C, Duet	or approved equal, stainless steel, surface mounted
Paper towel dispensers		Continental	#990-W (W is for White)	or approved equal, stainless steel, surface mounted
Mirrors		Bobrick	#B-942	Vandal resistant 11 ¼" X 17 ¼"
Electric hand dryers		World Dryer Corp. or equal	A Series, cast iron, 7300 LFM	Mechanical/Electrical only. No electronic types (circuit boards are sensitive to moisture)

Detention Facilities - Toilet Accessories	10 28 00 – Toilet, Bath & Laundry Accessories			
Custodial Accessories				
Mop and broom holder		Bobrick	#B-223, 24" long, 18 ga.	or approved equal, stainless steel, satin finish
Shelf/mop holder		Bobrick	#B-224, 30" long, 18 ga.	or approved equal, stainless steel, satin finish
Fire Extinguisher Cabinets Offices, Parks	10 44 00 – Fire Protection Specialties 10 44 13 – Fire Extinguisher Cabinets			Recessed for interior spaces
Fire Protection Specialties Fire Extinguishers	10 44 16 – Fire Extinguishers	Amerex, Ansul or Approved Equal	TCP-5LH, 2A-10B-C	www.Amerex-fire.com www.ansul.com

DIVISION 10, GENERAL NOTES:

Restroom accessories that are keyed must be made by the same manufacturer and be keyed to one key. Specify accessories that are compatible to the County's paper and custodial products.

DIVISION 11	EQUIPMENT		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES

DIVISION 11, GENERAL NOTES:
not used

DIVISION 12	FURNISHINGS		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES
Blinds	12 21 00 – Window Blinds			
Countertops	12 36 00 – Countertops 12 36 23.13 – Plastic Laminate Clad Countertops	Wilsonart, Formica, Nevamar or approved equal.		
Systems Furniture	12 59 00 – Systems Furniture	Herman Miller – NO SUBSTITUTIONS		Remanufactured product may be used to match existing remanufactured items (govt center) or for large orders with approval of General Services.

DIVISION 12, GENERAL NOTES:

County has standardized on Herman Miller modular furnishing systems.
For other types of furnishings consult the Purchasing Division of the Department of General Services and the Client Department.
There are specific requirements for library furnishings and for library shelving as well as the courts furnishings.

DIVISION 13		SPECIAL CONSTRUCTION		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES	

DIVISION 13, GENERAL NOTES:
Not used

DIVISION 14		CONVEYING EQUIPMENT		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES	
Elevators					
Vertical Platform Lifts	14 42 16 Vertical Wheelchair Lifts				

DIVISION 14, GENERAL NOTES:

FACILITY SERVICES SUBGROUP (There are no Divisions 15-20)

DIVISION 21		FIRE SUPPRESSION		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES	

DIVISION 21, GENERAL NOTES:
Not Used

DIVISION 22	PLUMBING		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES
Flash Water Heaters	22 33 13 - Instantaneous Electric Domestic Water Heaters	Noritz America Corp. or equal	N-069M.	7.9 gal/min within a 35 degree temperature rise. 80-85% efficiency, able to connect to additional unit by cord & controlled by single digital remote thermostat to easily double the capacity.
Commercial Plumbing Fixtures	22 42 00			
Water Closet - wall mounted Standard & ADA compliant	22 42 13	Kohler, Crane or approved equal	Kohler-Kingston #K-4330 with K-4670c seat, Tankless Crane-3217 Rexmont Tank type toilet	Solid plastic seat w/opening 1.6GPF, elongated bowl, color: white, ADA compliant
Water Closet - floor mounted Standard	22 42 13	Kohler, American Standard or approved equal	Kohler-Highline K-3427-RA AS-Madera #2305model	Vacuum flush, 1.6 GPF
Water Closet - floor mounted ADA Compliant	22 42 13	Kohler, American Standard or approved equal	Kohler-Highline K-3427-RA AS-Madera #3043model	Vacuum flush, 1.6 GPF, Specify appropriate side for trip lever
Urinals	22 42 13	Kohler, American Standard or equal	Kohler-Dexter #K5016-ET, AmStd-Allbrook #6541.132	Elongated, top spud, ADA compliant, white
Flush valves for Toilets	22 42 43	Sloan www.sloanvalves.com (requires 1" minimum water line and pressure)	Royal #186-1.5 #953-1.6	Exposed valve Hydraulic push button (valve is hidden in chase)
Toilet seats	22 42 13	Olsonite or approved equal	solid white plastic, open front, w/o cover	elongated for ADA compliant
Carrier for wall toilets & wall hung sinks	22 42 13	Smith	#0720 (for sinks, need to modify to suit application)	different carriers for Block walls verses stud walls, and diff. For sinks and wall hung toilets.
Flush valve urinal	22 42 13	Sloan	#186-1, 1 GPF, exposed, diaphragm type w/ escutcheon, screwdriver stop	or approved equal, chrome plated
Carrier for urinal	22 42 13	Smith		

Sink for Park restrooms, wall mount		American Standard Kohler - Chesapeake Acorn Engineering or Equal	#0321.075 #1729 Dura-ware 1953	ADA compliant
Sink for Office restrooms and public facilities		solid surface integral with counters		Provide drip edge and back splash. ADA compliant
Faucet		Chicago, Delta	408A-665-cw	(cold water only for parks)
Drinking fountains		Haws, Elkay	ADA compliant	or approved equal Energy Star Compliant
Parks-Built in Shower Units		Acorn Engineering or equal	Shower-Ware Zenith 500ADA	ADA compliant
Parks-Drinking Fountains		Elkay or Equal		ADA compliant,

DIVISION 22, GENERAL NOTES:

Clean outs every 50 feet are required for sewer lines.

DIVISION 23	HVAC		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES
HVAC Systems	23 00 00 - HVAC			
Valves, Actuators	23 09 00 – Instrumentation & Control for HVAC 23 09 13.13 – Actuators & Operators	Belimo or approved equal		
Thermostats simple setbacks	23 09 00 – Instrumentation & Control for HVAC 23 09 13.23 – Sensors & Transmitters	White Rogers or approved equal	#1F 90-71	Energy Star Compliant
Thermostats programmable multi-stage	23 09 00 – Instrumentation & Control for HVAC 23 09 13.23 – Sensors & Transmitters	White Rogers or approved equal		Energy Star Compliant
EMS/BAS Building Automation	23 09 23 – Direct Digital Control System for HVAC	Delta NO SUBSTITUTIONS		NO SUBSTITUTIONS
Pumps	23 21 23 – Hydronic Pumps	Bell & Gossett or approved equal		
Ventilation equipment	23 34 16 – Centrifugal HVAC Fans	Greenheck, Carnes or approved equal		
Fan Coils	23 36 13 – Constant-Air-Volume Units	Greenheck		
Boilers	23 52 00 – Heating Boilers	Patterson Kelly		Patterson-Kelly – HIGHLY PREFERRED
Heating	23 54 16.13 – Gas Fired Furnaces	Carrier or Trane, or approved equal	Energy Star Compliant	Generic construction for non-priority parts
Unit heaters, ceiling mounted	23 55 33.16 – Gas Fired Unit Heaters	Modine or approved equal	gas unit	
Air conditioning	23 62 00 – Packaged Compressor & Condenser Units	Carrier or approved equal	Energy Star Compliant	Generic construction for non-priority parts

Chillers, Electric	23 64 00 – Packaged Water Chillers	Trane		
Chillers, Absorption	23 64 13.13 – Direct Fired Absorption Water Chillers	Thermax		
Cooling Towers	23 65 00 – Cooling Towers	Evapco		
Air compressors		Emglo, Speedaire, or equal		

DIVISION 23, GENERAL NOTES:

DIVISION 26		ELELCTRICAL		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES	
Motion sensors	26 09 23 Lighting Control Devices	Watt Stopper or Leviton			
Daylighting Controls	26 09 23 Lighting Control Devices	Watt Stopper or Leviton			
Emergency generators	26 32 13 – Engine Generators	Cummins, Onan or approved equal		Diesel preferred, Natural Gas allowed when approved by County	
Variable Speed Drives	Elec	ABB		5hp and larger	
Motors	Elec	Baldor	NEMA Premium Efficient if 1hp or larger. EC if <1 hp	NEMA Premium Efficient	
Interior Lighting	26 51 00 – Interior Lighting				
Interior fluorescent	26 51 00 – Interior Lighting	Lithonia fixture or equal See link for technical details	High Performance T8 lamps with extra efficient ballasts	CEE HP Lamps & Ballasts	
Interior HID (Metal Halide)	26 51 00 – Interior Lighting			High (>12') ceilings only	
Emergency Lighting	26 52 00 – Emergency Lighting			Energy Star Compliant	
Exit Signs	26 53 00 – Exit Signs	LED – Standard, Photoluminescent on special needs, pre-approved basis only	120 Vt , Battery Backup	No Nuclear (Tritium/ISOLITE) Energy Star Compliant	
Exterior Lighting	26 56 00 – Exterior Lighting				
Exterior High Pressure Sodium or Metal Halide	26 56 23 – Area Lighting				

DIVISION 26, GENERAL NOTES:
EC – electrically commutative motors

DIVISION 27	COMMUNICATIONS		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES
Faceplates – 3 Port	27 05 28 - Pathways for Communications Systems	Ortronics	TracJack Series, P/N Or-40300547	Single gang, UL listed, CSA certified, ABS plastic, Fog white color.
Faceplates – 4 Port	27 05 28 - Pathways for Communications Systems	Ortronics	TracJack Series, P/N Or-40300546	Single gang, UL listed, CSA certified, ABS plastic, Fog white color.
Faceplates – 4 Port, surface mount	27 05 28 - Pathways for Communications Systems	Ortronics	TracJack Series, P/N Or-40400055	Single gang, UL listed, CSA certified, ABS plastic, Fog white color.
Faceplates – 6 Port, surface mount	27 05 28 - Pathways for Communications Systems	Ortronics	TracJack Series, P/N Or-40300545	Single gang, UL listed, CSA certified, ABS plastic, Fog white color.
	27 05 53 - Identification for Communications Systems			
	27 11 00 - Communications Equipment Room Fittings			
	27 13 00 - Communications Backbone Cabling			
Cat 6 Cabling- Plenum Rated	27 15 00 - Communication Horizontal Cabling	Berk-Tek LanMark 1000	Part No. 10032094	4 pair, 24 AWG, blue in color unless otherwise specified
Cat 6 Cabling- Riser Rated	27 15 00 - Communication Horizontal Cabling	Berk-Tek LanMark 1000	Part No. 10032455	4 pair, 24 AWG, blue in color unless otherwise specified
Data Patch Cords	27 16 00 - Communications Connecting Cords, Devices & Adapters	Ortronics	Clarity Category 6	7' or 9' lengths at Workstations. 3', 5', 7', 9' or 15' lengths at patch panel. Blue in color.S
Data Communications Designer				BICSI RCDD (Registered Communication Distribution Designer) w/5 yrs. Experience thoroughly familiar w/cabling methods set forth in latest release of BICSI TDMMs (Telecommunications Distribution Methods Manuals).
Data Communications Installer				Approved Ortonics Certified Installer at a Plus tier (DIP, CIP-Gold, CIP-Platinumb & multisite/national contractors) or Berk-Tek Certified OASIS Integrator. (more?)

DIVISION 27, GENERAL NOTES:

DIVISION 28		ELECTRONIC SAFETY & SECURITY		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES	
Fire Alarm	28 31 00 Fire Detection & Alarm	Notifier NO SUBSTITUTIONS		NO SUBSTITUTIONS	
Emergency phone	28 31 00 Fire Detection & Alarm	Allentael or equal	#GB5955SND-02-H4-SP-EY	for fire stations	
Security Systems Controls		Non-proprietary PLC controls NO SUBSTITUTIONS		NO SUBSTITUTIONS	

DIVISION 28, GENERAL NOTES:

SITE & INFRASTRUCTURE SUBGROUP

DIVISION 31		EARTHWORK		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES	
Soil Prep for future Turf				3 c.y. Nitrogen Fortified Redwood shavings, 110lbs. Agricultural gypsum, 15 lbs. Iron sulphate, 25 obs. 16-6-8 slow release fertilizer.	
Excavation					
Fill					
Slope protection					

DIVISION 31, GENERAL NOTES:

DIVISION 32	EXTERIOR IMPROVEMENTS		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES
Landscaping	32 90 00 Planting 32 91 00 Planting Preparation 32 92 00 Turf & Grasses 32 93 00 Plants	See County Parks Plant Selection Policy Dated November 17, 1992		Natives first when possible, See Appendix A for Invasive Plant Species restricted for use on County projects, See Appendix B for Native Plants recommended for Erosion Control & Appendix C for suggested Drought tolerant Plants for Direct Seeding.
Natural Areas		Endemic Species only		
Regional Parks, Special Facilities		Endemic Species, SLO County Natives or CA Natives, AND Drought Tolerant, Low Maintenance		
Community Parks, High Use Areas, Landscaped Areas.		Endemic Species, SLO County Natives, California Natives, Mediterranean Climate Species or Sunset Zone Recommended Species AND Drought Tolerant, Low Maintenance		
Riparian Areas, Wetlands	32 70 00 - Wetlands	Endemic Species, SLO County Natives		
Planting of Trees & Shrubs	32 90 00 – Planting 32 93 33 – Shrubs 32 93 43 - Trees			Trees: Dig holes twice the dia. of rootball or natural spread of roots. 6” min. clr. under rootball. Remove nursery stake & ties/place 2 stakes (2x2x9” redwood or lodge pole pine tree stakes) perp. to prev. wind w/2 broad flex. ties per “Harris Method” – only if tree is unstable. No stakes thru rootball. Shrubs & vines: Dig holes 6” greater than dia. of rootball w/ 6” min. clr. under plantball.
Irrigation	32 80 00 - Irrigation			
Control panel		Irritrol	MC series, remote ready	size for future expansion

Backflow		Wilkins, Watts	Reduced pressure	or approved equal
Heads		Toro/ Hunter		head to head coverage
Electric Valves		Toro plastic	254/264/252	
Drip irrigation		Netafim, Hardie E02's products		or approved equal
Lateral lines		Schedule 200 PVC		
Main/pressure lines to 2" diameter		Schedule 40 PVC		
Pressure lines over 2" diameter		Schedule 315		
Filter Fabric for French Drains or under sand & safety surface areas		Amoco	Propex 4551 or equal	Non-biodegradable, non-woven
Playgrounds				ADA compliant
Playground sand		Washed Plaster Sand		Pure & uniform with no rock, debris or organic materials
Playground surfacing	32 18 16.13	Grubble or approved equal 2 layer rubber-polyurethane Grubble or equal-SMarg	Compacted Grubble 8" min. at all areas of fall zones per plans	Recycled Rubber, 10" min. under base mat. Base Mat = blend of polypropylene screen. Top Surface = recycled rubber 2: min. above base mat, color by Owner. Gmax: <200, Head Injury Criteria: < 1,0000, Flammability: Pass, Tensile Strength: 60psi, Water Permeability: 0.4gal/yd2/second
Playground Equipment	11 65 00 – Athletic & recreational Equipment 11 68 13 – Playground Equipment 11 68 16 – Play Structures	Landscape Structures, Inc.		
Playground Installer				International Play Equipment Manufacturers Association (IPEMA) certified.

Site Furnishings	12 93 00 – Site Furnishings			
Picnic tables	12 93 43 – Site Seating & Tables	Iron Mountain Forge or Pilot Rock XT Series or approved Equal		
Benches	12 93 43.13 – Site Seating	Landscape Structures Iron Mountain Forge	Model 281	6' Surface Mounted vinyl coated steel bench w/back. Color by Owner. 12 ga. Slats or HRS perforated steel w/Tender Tuff coating. Fasteners – socketed & pinned tamperproof, stainless steel 6' Double Pedestal Stationary w/back – construction heart redwood back & seat.
Individual BBQs		Pilot Rock or approved equal	A20B2	
Group BBQs		Pilot Rock or approved equal	FA30/11/TB	
Drinking fountains		HAWS or Elkay or equal		
Surfacing and Finishes				
Asphalt Paving	32 12 00 Flexible Paving 32 12 16 – Asphalt Paving	AR 8000 asphalt cement		Section design per Soils Report Min grade base matl = Class II as defined in CalTrans Standards ½” max., med. graded, hot mix, Type A asphalt conc. for parking lots & roads. 3/8” max., hot mix, Type A asphalt concrete for pathways.
Roads & Travelled ways in Parking Lots	32 12 16 – Asphalt Paving			3” Asphalt, 8” Base (min.), Max 2” lifts.
Parking Areas & Walks over 6' wide	32 12 16 – Asphalt Paving			2” Asphalt, 6” Base (min.) Max 2” lifts.
Walks < 6' wide, not adjacent to roadway or parking	32 12 16 – Asphalt Paving			2” Asphalt, 4” Base (min.) Max 2” lifts.

Fencing	32 30 00 – Site Improvements 32 31 00 Fences & Gates			
Chain Link (General)	32 31 13 – Chain Link Fences & Gates			
Chain Link (Airports)	32 12 16 – Asphalt Paving			
Slurry Seal				
Bollards	26 56 29 – Walkway Lighting	galvanized steel w/ sleeve in concrete foundation		protect equipment from vehicles
Mulch	32 91 13.16 - Mulching			Composted, shredded hardwood bark, dark brown color.
Sod	32 92 23 - Sodding			Nursery grown grade, cultivated w/strong fibrous root system free of stones, burned or bare spots, containing no more than 10 weeds per 1,000 s.f.

DIVISION 32, GENERAL NOTES:

Provide low maintenance, drought tolerant landscaping with automated irrigation systems per the County's irrigation specifications and the County Park's Division plant lists. Landscaping shall be used effectively to enhance the appearance of the facility without blocking views and visibility for safety and security. Irrigation shall be designed for head to head coverage. Backflow devices are required on irrigation and hose bibs. Maintenance period for irrigation and landscaping is 90 days minimum.

DIVISION 33	UTILITIES		DATE: 4/2006	
DESCRIPTION	REFERENCES	PRODUCT	MODEL #	NOTES
Underground Service Alert (USA)	1-800-227-2600			Contractor responsibility to confirm/verify underground utilities & comply w/policies of USA
Sanitary Sewers	33 30 00 - Sanitary Sewerage Utilities			Pipe slope min. 2%, Manhole spacings @ 300 l.f. max., Pressure test to 5 P.S.I.G. w/air for 15 mins, ½ lb. max. pressure drop.
Sewer piping	33 30 00 – Sanitary Utility Sewerage Piping	Vitrified clay w/bell & spigot joints, Concrete lined C.I. or PVC: ASTM D3034, SDR 35 w/elastomeric gasketed joints conforming to ASTM D3212		
Storm Drains	33 40 00 Storm Drainage Utilities	8" min dia. pipes, Flow at 90% full, w/o surcharge		Flow velocity = 3.0 fps min. when flowing ½ full. Design piping systems to 10 yr. storm frequency. Design drainage for 25 yr. storm frequency.
Surface Drainage				Positive surface drainage away from blgs @ 2.5% min to a collector or paved surface. Do not drain across walks & paths (ADA) 1.5% min for paved gutters & small paved ditches, 2% for area drainage of paved surfaces, 2.5% for small unlined ditches & unpaved yard areas.
Cut & Fill slopes				< or equal to 2:1, unless it can be demonstrated that a steeper slope will not result in increased erosion.
Drain Inlets & Catch Basins	33 44 00 – Storm Utility Water Drains (Trenches, Catchbasins)	24" min. side to allow cleanout. Provide ADA compliant grates in walking areas.		1' deep sediment trap in bottom Inlet & grating areas in sumps shall be oversized 100%

Piping	33 46 16 – Subdrainage Piping	<p>Corrugated metal pipe (CMP): acceptable but not desirable, review w/coord.</p> <p>Reinforced concrete pipe (RCP): >=12" dia.</p> <p>PVC drain pipe: Min grade=ASTM, SDR26 for <12" dia. incl. perf. piping behind ret. walls</p> <p>Gravity flow piping serving manholes: RCP, CI soil pipe or PVC min. grade=ASTM D3034, SDR26</p> <p>Pressurized or pumped piping serving manholes: Schedule 40 min. PVC w/solvent weld joints</p>		
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DIVISION 33, GENERAL NOTES:

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