

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE August 3, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Matters Necessary to Complete the Clean-Up of the Honor Farm Barracks 1 and 2 Fire Including the Update Report and Delegation of Contracting Authority in Accordance with Public Contract Code Section 22050 for Abatement, Demolition and Clean-Up of the Destroyed Barracks

STAFF RECOMMENDATIONS:

1. Accept the Update on the previously declared emergency for the Honor Farm Barracks 1 and 2 fire and direct the Chief Executive Officer to report to the Board on the status every 14 days as required by the Public Contract Code until this effort is complete.

(Continued on Page 2)

FISCAL IMPACT:

On June 26, 2010, a fire erupted at the Stanislaus County Honor Farm completely destroying Barracks 1 and 2 with the rated capacity to house 172 inmates. On July 13, 2010, the Board of Supervisors approved a Declaration of Emergency as a first step toward the clean-up of fire debris and the replacement of the lost facility to be covered by the County's insurance.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-503

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

2. Approve in accordance with the Public Contract Code, a 4/5 vote of the following findings:
 - a) The fire on June 26, 2010 destroyed Barrack 1 and 2 leaving a potential hazardous situation;
 - b) The repair: abatement, demolition and clean-up, is necessary to permit continuous essential County operations; and
 - c) This emergency situation would not allow for a delay which would result if the project were competitively bid, and the action to immediately repair the site on an emergency basis.
3. Delegate to the Chief Executive Officer or his designee, the authority to order any action appropriate; and to complete the repair; and to take any directly related and immediate action required by that emergency, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let a contract.

FISCAL IMPACT (Continued):

The Board of Supervisors has authorized six actions to respond to this emergency situation. The actions included the declaration of an emergency; authorization for the Sheriff and the Chief Executive Officer to implement an Immediate Action Plan to house displaced inmates; approval to contract for professional services needed to negotiate a settlement with the County's insurance carrier; authorization to negotiate an advance payment with the County's insurance carrier; authorization to negotiate with the insurer for abatement, demolition and removal of debris from the site; and authorization for the Sheriff to designate a Transition Sergeant to coordinate transition activities to be paid from the insurance proceeds.

On July 27, 2010, the Board accepted the first update on the Immediate Action Plan to secure the Men's Honor Farm as a result of the loss of Barracks 1 and 2. A significant work effort has been underway pursuant to the July 26 actions approved by the Board of Supervisors.

As a result of the negotiations with the Insurer, at this time, it is recommended, in accordance with the provisions of the Public Contract Code, that the Chief Executive Officer be delegated the authority to contract for the remaining abatement, demolition and clean-up of the burned facilities at the Honor Farm. The negotiated approach will provide for the Insurer to pay all expenses for the work to be completed; while the County is well protected by the County's Construction Contract to guide the work effort. Previously the County understood that the insurer, in addition to paying for the clean-up effort, would contract for the work, which is no longer the case. The recommended approach preserves the responsibility of the Insurer to pay for any and all work needed, with the County contracting for the work effort. The County Construction Contract

affords the County with additional protections in terms of liability, responsibility and accountability to ensure all work is conducted and accounted for in strict adherence with the provisions of the Public Contract Code for emergencies such as the Honor Farm Fire.

The Public Contract Code specifically provides for the delegation of authority, under a declared emergency for the Chief Executive Officer or his designee, the authority to order any action appropriate; and to complete the repair; and to take any directly related and immediate action required by that emergency, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let a contract. This method provides for a safe, and expedient response to the emergency situation created by the June 26, fire at the Honor Farm.

All expenses incurred as a result of the fire are fully recoverable by the County's Insurance after the \$10,000 deductible is met by the County. Funds for the \$10,000 deductible are available in the current Budget.

The insurer has provided an initial estimate of the cost to abate, demolish and clean-up of the site, not to exceed \$250,000 completely at the expense of the County's Insurer.

Public Contract Code Section 20134 provides that a contractor who provides equipment and materials on an emergency basis shall be paid the actual cost of the use of machinery and tools and of material, and labor and of workers' compensation insurance expended by him or her in doing the work, plus not more than 15 percent to cover all profits and administration.

Staff will return to the Board and report on the status of the emergency project within 14 days, as required by the Public Contract Code until the action is terminated.

DISCUSSION:

On June 26, 2010, a fire erupted at the Stanislaus County Honor Farm completely destroying Barracks 1 and 2 with the rated capacity to house 172 inmates. County staff have met with the County's Insurer, Alliant to establish the provisions of the insurance policy, including replacement of the lost capacity at the Honor Farm, and to define procedures for achieving successful negotiations with the insurer; securing the facility; and abatement, demolition and removal of the debris and contents of Barracks 1 and 2. The Board of Supervisors approved a Declaration of Emergency on July 13, 2010.

At this time, the Chief Executive Officer is requesting Board authority to extend the Emergency Order declared on July 13, 2010, consistent with the provisions of the Public Contract Code Section 22050; to delegate to the Chief Executive Officer or his designee, the authority to order any action appropriate; and to complete the repair; and to take any directly related and immediate action required by that emergency, and to

procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let a contract; and to accept the update on the previously declared emergency.

Public Contract Code Section 20134 and 22050 authorize the County to repair or replace facilities without adopting plans and specifications and without the necessity of going through the competitive bid process which would take a significant and longer period of time to complete when responding to an emergency.

Public Contract Code Section 22050 provides that the Board of Supervisors must make the finding, by a 4/5 vote, that the emergency will not permit a delay resulting from the competitive solicitation for bids and that the action is necessary to respond to an emergency. The section also provides that the Board of Supervisors, by a 4/5 vote, may delegate to a County administrative officer the authority to order the actions and to take any directly related and immediate action required by that emergency, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let a contract.

Currently the cost to abate, demolish and clean-up of the site is estimated not to exceed \$250,000 completely at the expense of the County's Insurer.

Emergency Update

On July 13, 2010, the Board of Supervisors approved taking six actions:

1. Declare an emergency as a result of a fire on June 26, 2010, which destroyed Barracks 1 and 2 at the Men's Honor Farm at 8224 W. Grayson Road.
2. Authorize the Sheriff and the Chief Executive Officer to implement an Immediate Action Plan to house inmates displaced as a result of a fire in Barracks 1 and 2 at the Men's Honor Farm.
3. Authorize the Chief Executive Officer to contract for professional services to assist with the negotiation of a settlement with the County's Insurer. The cost will be reimbursed by the insurance company.
4. Authorize the Chief Executive Office - Risk Management Division to negotiate an advance payment with the County's Insurer to fund initial project costs to ensure the safety and security of the site and to aid in the demolition, planning, and design services for a replacement facility.
5. Authorize the Chief Executive Officer to negotiate with the Insurer for abatement, demolition and removal of debris from the site.

6. Authorize the Sheriff to designate a transition Sergeant to coordinate transition activities upon funding approval from the County's Insurer.

The activities underway are consistent with the six actions approved by the Board of Supervisors on July 13, 2010.

Safety and Security of the Site

The Sheriff's Staff continues to do an outstanding job of providing for inmate supervision and safety in the remaining housing at the Honor Farm while securing the areas that remain operational from the areas destroyed by the fire. Also underway is documentation of losses from the fire as well as identifying items needed for immediate replacement.

Insurance Coverage

Preliminary discussions with Alliant and the California Association of Counties – Excess Insurance Authority (CSAC) indicate that the insurance in effect at the time of the fire will cover:

- a) The value of the contents of the destroyed buildings;
- b) Any increased costs associated with continuation of business that are the direct result of the fire for a reasonable period of time; and
- c) Replacement of the lost capacity to meet current regulations and codes.

Scope of Replacement Activities

Staff from the Chief Executive Office, Capital Projects, Sheriff's Detention, and the design firm of Lionakis, Inc. of Sacramento, California, have met to discuss and to begin to develop a scope for a replacement facility based on requirements defined in Title 24 of the California Code of Regulations through the assistance of the California Corrections Standards Authority (CSA). Lee Saylor and Associates will provide an independent cost estimate, which will provide a basis for the County to negotiate a settlement with the Insurer for the replacement of the lost facilities.

Staff will return to the Board and report on the status of the emergency project within 14 days, as required by the Public Contract Code until the action is terminated.

POLICY ISSUES:

Approval of this update is consistent with the requirements of the Public Contracts Code and is consistent with the Board of Supervisors Priority of A Safe Community and Efficient Delivery of Public Services.

Approval of Matters Necessary to Complete the Clean-Up of the Honor Farm Barracks 1 and 2 Fire Including the Update Report and Delegation of Contracting Authority in Accordance with Public Contract Code Section 22050 for Abatement, Demolition and Clean-Up of the Destroyed Barracks
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STAFFING IMPACT:

Staff from the Chief Executive Office Capital Projects Division is responsible to manage this effort and coordinate with the Sheriff's Department in the procurement of services and to permit the conduct of essential County operations and services. Staff from the Chief Executive Office, Sheriff's Office, and Risk Management Division is working together on this effort.

CONTACT PERSON:

Patricia Hill Thomas, Chief Operations Officer. Telephone: (209) 525-6333

Stanislaus Capital Projects
1010 10th Street, Suite 2300, Modesto, CA 95354
Phone: (209) 525-4380 Fax: (209) 525-4384

BOARD OF SUPERVISORS

2010 SEP 15 A 11: 48 **TRANSMITTAL**

TO: Kevin Lahey
Belfor Property Restoration
66 Commerce Street
Lodi, CA 95240

SUBJECT: STANISLAUS COUNTY PROJECTS
REFERENCE: HONOR FARM BARRACKS 1 & 2

DATE: 8/12/2010

We are sending you X attached under separate cover the following material:

- | | | |
|------------------|----------------|---------------------|
| — Shop Drawings | — Change Order | — Specifications |
| — Copy of Letter | — Plans | — Computer Printout |
| — Prints | — Samples | — Updates |

COPIES	DATE	DESCRIPTION
1		Fully-Executed Agreement. <div style="text-align: right; font-size: small;">BOARD OF SUPERVISORS 2010 AUG 16 A 11: 33</div>

REMARKS:

The attached is for your records.

Note: This agreement was approved by the Board in Board Resolution No. 2010-503 on August 3, 2010.

COPIES: Patricia Hill Thomas
Don Phemister (Transmittal Only)
Darrell Long (Transmittal Only)
Mark Loeser
Liz King, BOS
File AA 2.1.1 (010)
File AA 5.6.5

SIGNED: 
Teresa Vander Veen

DOCUMENT 00520

AGREEMENT

THIS AGREEMENT, dated this 3rd day of August, 2010 by and between **Belfor USA Group, Inc.** ("Contractor"), and the **County of Stanislaus** ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its **Board Order No. 2010-503** adopted on the 3rd day of August, 2010 awarded to Contractor the following Contract:

**Honor Farm Barracks 1 & 2
Demolition and Abatement**

at

**8224 West Grayson Road
Modesto, CA 95354**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

- 1.1 Contractor shall abate and demolish the remainder of Barracks 1 & 2 left from the fire on June 26, 2010. The Contractor shall do its best efforts to clean the site and restore it to a safe and secure environment in accordance with the Contractors work plan, attached hereto.

Article 2. Architect/Engineer and Project Manager

Not Used

Article 3. Contract Time and Liquidated Damages

Not Used

Article 4. Contract Sum

- 4.1 County's Insurance Carrier shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents, the Contractor's work plan, and the Contractor's Rate Schedule, attached hereto. The contractor shall be reimbursed its cost for doing the work plus not more than 15% of the cost as authorized by Public Contract Code 20134.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood as-built drawings, products or reports, available.

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00520	Agreement
Document 00550	Notice to Proceed
Document 00610	Construction Performance Bond
Document 00620	Construction Labor and Material Payment Bond
Document 00680	Escrow Agreement for Security Deposit in Lieu of Retention
Document 00700	General Conditions
Document 00805	Supplementary Conditions – Hazardous Materials
Document 00821	Supplementary Conditions – Insurance
Document 00822	Apprenticeship Program
Division One Specifications	
Contractors Work Plan	
Contractor's Rate Schedule	

6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

Article 7. Miscellaneous

7.1 Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*

7.4 Not Used

7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, 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. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all

remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

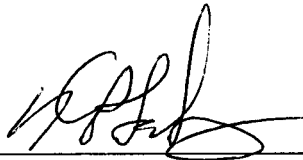
7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Document 00700, Article 12, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

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

CONTRACTOR: **Belfor USA Group, Inc.**
 66 Commerce Street
 Lodi, CA 95240

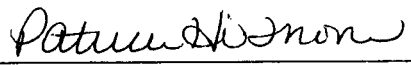
By: 
 (Signature)

Its: CFO
Title (If Corporation: Chairman, President
or Vice President)

By: 
 (Signature)


Its: GENERAL MANAGER
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

COUNTY: **COUNTY OF STANISLAUS**
 1010 10th Street, Suite 6800
 Modesto, CA 95354

By: 
 (Signature)

Patricia Hill Thomas
 (Print Name)
Chief Operations Officer /
Assistant Executive Officer
 (Title)

APPROVED AS TO FORM AND LEGALITY
THIS 3 DAY OF August, 2010

By: 
 John P. Doering, County Counsel

COUNTY RESOLUTION NO. 2010-503

END OF DOCUMENT



License 801553

Stanislaus County Modesto Honor Farm Work Plan

● Mobilization of Equipment and Crews

Belfor USA Group, Inc. shall begin mobilization onto the grounds of the Stanislaus Honor Farm jobsite on Tuesday July 27, 2010.

- Pre-demolition procedures associated with the disconnection and capping off of the main water supply, natural gas termination, identification/location of former septic system, and electrical tag-out and lock-out.
- Additional 10' tall fencing installed to identify work area and equipment storage area on North side of Barracks.
- Installation of temporary toilet facilities.
- Mobilization of heavy equipment to North side storage area.

● Asbestos Abatement

Week of July 26 - 30, 2010

Asbestos Abatement crewmembers shall concentrate on the removal of asbestos laden debris, asbestos contaminated structural building components, and asbestos contaminated contents items located within the fire damaged barracks.

- Installation of critical Barriers/Engineering controls to isolate work areas. Barriers, cones, caution tape, signage, floor drain covers, etc.
- Installation of three stage decontamination chambers as needed.
- Implementation of personal protective equipment (hard hats, goggles, gloves, suits, respirators, etc. for cross trained and certified employees.



License 801553

- Removal of all overhead electrical conduits, framing hardware, top plates, and plumbing vents flashings.
- Manipulation of contaminated debris to access metal bunk bed frames.
- Decontamination of metal bunk bed frames and metal debris by hand labor to satellite area.
- Containerization and removal of all hazardous debris generated by fire located within the interior and exterior of the loss area.
- HEPA vacuum and power wash all vertical and horizontal surfaces throughout loss area in preparation for environmental clearances to be performed by third party Industrial Hygienist.
- All wash water shall be collected in a basin constructed with waddles and polyethylene sheeting and filtered down to 3 microns prior to releasing into the on-site storm drainage system.
- Transportation and disposal of all hazardous waste included.
- Final visual and air clearances provided by third party Industrial Hygienist.



License 801553

July 26, 2010

Stanislaus County Honor Farm
8224 Grayson Road
Modesto, CA. 95358

Re: Fire Damaged Barracks - Claim # 02.022004.00

Preliminary Scope and Budget

The following is a preliminary scope of work for the above referenced property as a result of a fire loss on July 09, 2010. This scope is based on our direct physical observation to the limited extent available to date. As with any budget, these projections are not absolute. Methods may change due to efficiency of work, environmental survey testing results, structural engineering recommendations, City or County Building Department requirements, or special job site considerations. However, actual invoicing will be produced based on a Rate & Materials basis from the schedule provided by BELFOR USA Group, Inc. to Stanislaus County.

• **Areas Included:** Barracks Buildings #1 and #2 of the Stanislaus Honor Farm.

• **Mobilization of Equipment and Crews**

BELFOR USA Group, Inc. shall begin mobilization onto the grounds of the Stanislaus Honor Farm jobsite on Monday July 26, 2010. BELFOR will arrive with the following representatives; Grant Cody (Project Manager), Randy Faria (Superintendent), and Tony Tidwell (Labor Foreman). All personnel working on the grounds of the Stanislaus Honor Farm will be required to provide Name, Valid Drivers License, and Date of Birth.

All necessary demolition permits, Air Quality Management District permits, OSHA, and EPA notifications shall be in place prior to the commencement of work.

Pre-demolition procedures shall take place to insure the disconnection and capping off of the main water supply, natural gas termination, and electrical tag-out and lock-out.

Belfor shall utilize all temporary fencing on site to secure the work area.

At this writing, scheduling of the Deconstruction Project is set to commence on Monday, July 26, 2010 with a scheduled completion of approximately August 06, 2010.

Budget Trend – Equipment, Power, Consumables & Crew
\$ 15,000.00 – \$20,000.00

BELFOR USA Group, Inc. 66 Commerce St. Lodi, CA 95240
Ph. (209) 339-4301 Fx. (209) 339-4302 CA Lic. 810553



License 801553

(c) Equipment & Contents Manipulation:

All beds and contents in affected areas shall be disconnected, decontaminated, quantified, and moved to designated satellite areas or for disassembly and disposal by BELFOR Personnel.

Budget Trend – Equipment, Power, Consumables & Crew
\$ 10,000.00 – \$15,000.00

(c) Hazardous Materials and Water Reclamation

BELFOR contracted Sierra Environmental to provide asbestos and lead surveys in an attempt to address worker health and safety protocol. Sierra Environmental surveyed the grounds and buildings of the Stanislaus Honor Farm and collected suspect asbestos and lead containing building material samples. This Environmental survey included project mapping, sample identification/collection, and laboratory results. Asbestos was identified in roof mastics located on all roof penetrations of the said building.

Asbestos Abatement crewmembers shall concentrate on the removal of asbestos containing debris, asbestos contaminated structural building components, and asbestos contaminated contents items located within the fire damaged barracks. All recommended asbestos abatement procedures shall be conducted in accordance with all State and Federal guidelines associated with removal techniques, personnel protection, disposal requirements, perimeter monitoring, and final sampling criteria. All remediation activities shall be performed by qualified asbestos remediation professionals. Removal and disposal of all asbestos contaminated materials located within a 20 foot perimeter beyond the building footprint shall be considered for abatement.

Once all equipment, building materials, and fire debris have been removed from the defined regulated area, the ground surface will be washed and the wash water collected for treatment. Belfor to provide temporary containment procedures with the use of rice waddles, absorbent socks, and polyethylene sheeting to eliminate asbestos laden wash water from entering the municipal sewage system. Contaminated water shall be collected, properly filtered, and pumped into the on-site drainage system.

All asbestos contaminated building materials will be properly containerized, manifested and transported off-site and disposed of into their designated landfill destination.

The County of Stanislaus will be requested to employ Industrial Hygiene/Environmental Consultant personnel to provide asbestos abatement protocol monitoring and clearances of the above listed abatement activities.



License 801553

Budget Trend – Equipment, Power, Consumables & Crew
\$ 75,000.00 – \$95,000.00

(*) Removal of Building Materials

Belfor to provide excavators, front loaders, Bobcats, end dumps, and debris containers to demolish the subject structure once deemed clean and clear by the on-site Industrial Hygienist.

Ground crews shall provide oxy-acetylene cutting torches and demolition saws to break-down all content items for placement into on-site containers. Removal and disposal of all steel and metal products shall be separated and loaded into on-site containers for transport to a local recycling yard.

All non-hazardous cinder block, concrete, and ceramic tile materials will be separated and disposed of into their respective landfill/recycling destination.

Budget Trend – Equipment, Power, Consumables & Crew
\$ 70,000.00 – \$85,000.00

(*) Final Clean Up and Ground Care:

Belfor to leave all perimeter concrete surfaces in a broom-swept condition. All base rock and concrete debris shall be removed. Building pad to be scanned with electro-magnetic equipment to remove all metal scraps and fragments.

Clean fill dirt to be imported, backfilled, and compacted to grade.

All temporary fencing will be removed as directed by the Stanislaus Honor Farm personnel.

Budget Trend – Equipment, Power, Consumables & Crew
\$ 25,000.00 – \$35,000.00

Total Preliminary Budget Trend \$195,000.00 - \$250,000.00

DOCUMENT 00550

NOTICE TO PROCEED

Dated: _____, 2010

To: _____
(Contractor)

Address: _____

CONTRACT FOR: Stanislaus County Honor Farm Barracks 1 & 2 Abatement and Demolition at 8224 West Grayson Road, Modesto, CA 95354

You are notified that the Contract Time under the above Contract will commence to run on _____, 2010. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information
2. Submit copies of applicable permits

COUNTY OF STANISLAUS

By : _____

Its: _____

END OF DOCUMENT

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated [Month, Day], 2010 is in the penal sum of [Insert Amount] [which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to [Insert name of Contractor] ("Contractor"), [Insert name of Surety] ("Surety"), County of Stanislaus ("County"), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT: COUNTY OF STANISLAUS HONOR FARM BARRACKS 1 & 2 ABATEMENT AND DEMOLITION

Located at **8224 West Grayson Road, Modesto, California 95354.**

DATED _____, 2010 in the Amount of \$ _____ (the "Penal Sum").

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
 - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 County has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 6, below.
5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy

available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Stanislaus, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions
 - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
 - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

- 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).
- 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the County of Stanislaus ("County") has awarded to [Name of Contractor] dated the [Date] day of [Month], 2010 (the "Contract"), titled THE COUNTY OF STANISLAUS HONOR FARM BARRACKS 1 & 2 ABATEMENT AND DEMOLITION AT 8224 WEST GRAYSON ROAD, MODESTO, CA in the amount of [Contract Amount], which Contract is by this reference made a part hereof, for the work described as follows:

Work comprises of the **Abatement and Demolition** of the County of Stanislaus **Barracks 1 and 2** located at the **Men's Honor Farm, 8224 West Grayson Road, Modesto, California**. Contract Documents fully describe the Work.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and [Name of Surety], as Surety, are held and firmly bound unto County in the sum of 100% OF THE CONTRACT PRICE [(\$)], for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by County, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing County's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this [Date] day of [Month], 2010.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this [Date] day of [Month], [20], by and between the County of Stanislaus ("County"), whose address is 1010 Tenth Street, Modesto, California 95354 [Name of Contractor] ("Contractor"), whose place of business is located at [Contractor's Address]; and [County, as escrow agent OR Name of Bank], a state or federally chartered bank in the State of California, whose place of business is located at [Address] ("Escrow Agent").

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

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by County pursuant to Contract entered into between County and Contractor for the County of Stanislaus **Honor Farm Barracks 1 & 2 Emergency Abatement and Demolition at 8224 West Grayson Road, Modesto, CA 95354** in the amount of [Contract Sum] dated [Date of Contract, 20] (the "Contract"). Alternatively, on written request of Contractor, County shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify County within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between County and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. County shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document .
3. When County makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when County pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of County. Such expenses and payment terms shall be determined by County, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to County.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from County to Escrow Agent that County consents to withdrawal of amount sought to be withdrawn by Contractor.
7. County shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from County of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by County.
8. Upon receipt of written notification from County certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent

shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from County and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document and County and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of County and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF COUNTY:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF CONTRACTOR:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

City/State/Zip Code

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

COUNTY

Title

Name

Signature

CONTRACTOR

Title

Name

Signature

ATTEST

Signature

Print Name

Secretary

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM **[IF REQUIRED]**:

John P. Doering, County Counsel

Date

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

END OF DOCUMENT

DOCUMENT 00700

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. GENERAL

1.1 Documents

Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Engineer or any County Representative and Contractor; (2) County and/or its representatives and (except as provided in paragraph 13.9 below) a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than County and Contractor. County shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

1.2 Exercise Of Contract Responsibilities

In exercising its responsibilities and authorities under the Contract Documents, County does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Engineer nor any County Representative assume any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

1.3 Defined Terms

All abbreviations and definitions of terms used and not otherwise defined in this Document are set forth in Section 01420 (References and Definitions). This Document 00700 subdivides at first level into Articles, and then into paragraphs.

2. BIDDING

2.1 Not Used

2.2 Subcontractors

2.2A Not Used

2.2B Subcontract agreements shall preserve and protect the rights of County under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward County under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

2.2C Contractor shall provide for the assignment to County of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the Work performed by the Subcontractor under the Contract Documents.

3. COMMENCEMENT OF THE WORK

3.1 Commencement Of Work

3.1A The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. County may give a Notice to

Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

4. **INSURANCE**

4.1 **Insurance**

See Document 00821 (Supplementary Conditions - Insurance), incorporated herein by this reference.

5. **DRAWINGS AND SPECIFICATIONS**

5.1 Not used

6. **CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS**

6.1 **Not Used**

7. **COUNTY REPRESENTATIVES AND AUTHORITIES**

7.1 **County representative(s)**

7.1A County representative(s) will have limited authority to act on behalf of County as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by County, County will issue all communications to Contractor through County's representative, and Contractor shall issue all communications to County through County's representative in a written document delivered to County. Should any direct communications between Contractor and County's consultants, architects or engineers not identified in Article 2 of Document 00520 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to County.

7.2 **Means And Methods Of Construction**

7.2A Subject to those rights specifically reserved in the Contract Documents, County will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. County will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

8. **CONTROL OF THE WORK**

8.1 **Observation Of Work By County and/or its Engineer**

8.1A Work shall be performed under County's general observation and administration. Contractor shall comply with County's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. County's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

8.1B County may engage an independent consultant or engineer (collectively for purposes of this paragraph, "Engineer") to assist in administering the Work. If so engaged, Engineer will advise and consult with County, but will have authority to act on behalf of County only to extent provided in the Contract Documents or as set forth in writing by County. Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Engineer will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

- 8.1C Engineer may review Contractor's Work Plan, but only for conformance with the concept of Work and with information given in the Contract Documents.
- 8.1D Engineer may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Engineer may recommend to County that it disapproves or rejects Work that Engineer believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. County will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.
- 8.1E Engineer may conduct inspections to recommend to County the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to County for review written warranties and related documents required by Contract Documents.

8.2 Supervision of Work By Contractor

- 8.2A Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
- 8.2B Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without County's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

8.3 Access To Work

- 8.3A During performance of Work, County and its agents, officers, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as County's interests may require. Other contractors performing work for County may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

8.4 Existing Utilities Shown Or Indicated In Contract Documents

- 8.4A Not used

8.5 Protection Of Underground Facilities When Digging Trenches Or During Excavation

- 8.5A Before commencing work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, including but not limited to information supplied for bidding purposes, and subject to the terms and conditions of these documents. Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:
"Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

- 8.5B Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide County with copies of all USA records secured by Contractor. Contractor shall advise County of any conflict between information provided for bidding purposes, the Drawings and specifications, and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.
- 8.5C The cost of all of the following will be included in the cost of the work and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- 8.5D If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by County for bidding or in information on file at USA or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 13 of this Document), identify the owner of such Underground Facility and give written notice to that owner and to County. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- 8.5E Not Used
- 8.5F Underground Facilities are inherent in construction involving digging of trenches or other excavations, and Contractor is to apply its skill and industry to verify the information available.

9. WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.1 Warranty And Guaranty

9.1A **General Representations and Warranties:** Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

9.1B **Extended Guaranties:** Not used.

9.1C **Environmental and Toxics Warranty:** Not Used

9.2 Inspection Of Work

9.2A All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of the Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by County, its agents, representatives or independent contractors retained by County to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, County shall be afforded access for

inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

- 9.2B Not Used
- 9.2C If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish County with the required certificates of inspection, or approval.
- 9.2D Not Used.
- 9.2E Not Used
- 9.2F Not Used.
- 9.2G As necessary, County shall select testing agencies for the Project.
- 9.2H Not Used
- 9.2I Inspection of the Work by or on behalf of County, or County's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by County, to perform Work in conformance with the Contract Documents.
- 9.2J Any inspection, evaluation, or test performed by or on behalf of County relating to the Work is solely for the benefit of County, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by County, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.3 **Correction Of Defective Work**

- 9.3A If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, County may order Contractor to replace any Defective Work, or stop any portion of Work to permit County (at Contractor's expense) to replace such Defective Work. These County rights are entirely discretionary on the part of the County, and shall not give rise to any duty on the part of County to exercise the rights for the benefit of Contractor or any other party.
- 9.3B Not Used
- 9.3C Not Used
- 9.3D Not Used.
- 9.3E Not Used
- 9.3F Not Used

9.4 **Acceptance And Correction Of Defective Work By County**

- 9.4A Not Used
- 9.4B Not Used

9.5 **Rights Upon Inspection, Correction or Acceptance**

- 9.5A Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by County of its rights and remedies under this Article 9. Where County exercises its rights under this Article 9, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.
- 9.5B Inspection by County shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive County's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefore. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless County agrees otherwise in writing.

9.5C Neither acceptance of the whole or any part of Work by County nor any verbal statements on behalf of County or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to County herein nor any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

9.6 Samples And Tests Of Materials And Work

9.6A Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to County. Contractor shall submit all Samples in ample time to enable County to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

9.7 Proof of Compliance Of Contract Provisions

9.7A In order that County may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to County properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

10. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

10.1 Contractor's Legal Address

10.1A Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to County, which in conspicuous language advises County of a change in legal address or facsimile number, and which County accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

10.2 Contractor's Superintendents Or Forepersons

10.2A Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that County may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

10.3 Proficiency In English

10.3A Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

10.4 Contractor's And Subcontractors' Employees

10.4A Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If County notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing County, or violates sanitary rules, or is otherwise unsatisfactory, and if County requests that such person be discharged from Work, then

Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of County.

10.5 Contractor To Supply Sufficient Workers And Materials

10.5A Unless otherwise required by County under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

10.5B At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then County may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as County may consider necessary, at no cost to County. If Contractor does not comply with the notice within three Business Days of date of service thereof, County shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as County may elect. County may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that County exercises this right. County will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. County will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of County from claims of others.

10.5C Exercise by County of the rights conferred upon County in paragraph 10.5B of this Document is entirely discretionary on the part of County. County shall have no duty or obligation to exercise the rights referred to in paragraph 10.5B of this Document and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of County's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon County under paragraph 10.5B of this Document are cumulative to County's other rights under any provision of the Contract Documents.

10.6 Contractor's Use of The Site

10.6A Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between County and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy County-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior written approval from County.

10.7 Temporary Facilities

10.7A Unless expressly provided otherwise in the Contract Documents, the County shall provide all reasonable temporary electricity and water. Unless expressly provided otherwise in the Contract Documents, the Contractor shall provide all reasonable temporary telephone, sanitary facilities, barriers and enclosures, tree and plant protection, and any other necessary services required for construction, testing or completion of the Work and to assure non-interference with County operations, ingress or egress of the public to near the Site and public safety.

11. PROSECUTION AND PROGRESS OF THE WORK

11.1 Schedules And Examinations Of Contract Documents

11.1A Contractor shall submit schedules, reports, and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 01315 (Project Meetings), 01320 (Progress Schedules and Reports), and 01330 (Submittal Procedures).

11.1B Not used

11.2 **Cost Data**

- 11.2A Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work.
- 11.2B County shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, County shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. County and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.2B at any time during the Project and for a period of five years following Final Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.
- 11.2C Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to County for reference. Upon completion of the Work, Contractor shall deliver to County, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

12. **CLAIMS BY CONTRACTOR**

12.1 **Obligation to File Claims for Disputed Work**

- 12.1.A Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any clarification, determination, action or inaction by County or Engineer, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents in any way, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any Work performed, Work omitted, extra Work that Contractor may be required to perform, time extensions, payment to Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Document 00700 and Section 01250.) If a dispute remains, then Contractor shall give written notice to County that expressly invokes this Article 12. County shall decide the issue in writing within 15 Days; and County's written decision shall be final and conclusive. If Contractor disagrees with County's decision, or if Contractor contends that County failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written claim setting forth Contractor's position as required herein.

12.2 **Form and Contents of Claim**

- 12.2.A Contractor's written claim must identify itself as a "claim" under this Article 12 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a critical path analysis (or a Time Impact Evaluation if so specified in Section 01320) of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 through 5; and (6) a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to County within thirty (30) calendar Days of receiving County's written decision, or the date Contractor contends such decision was due, and shall be priced like a change

order according to Section 01250 herein, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.3 Administration During/After Claim Submission

- 12.3.A County may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by County to evaluate and decide Contractor's claim. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed Work to final completion in accordance with County's determination.
- 12.3.B Upon receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, County or its designee will review the issue and render a final determination.
- 12.3.C Claims shall be calculated in the same manner as Change Orders per Section 01250 (Modification Procedures). EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), COUNTY SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN SECTION 01250 (MODIFICATION PROCEDURES).
- 12.3.D After their submission, claims less than \$375,000 shall also be subject to the Local Agency Disputes Act.

12.4 Compliance

- 12.4.A The provisions of this Article 12 constitute a non-judicial claim settlement procedure, and also step one of a two step claim presentment procedure by agreement under Section 930.2 of the Government Code, and shall survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 to file a Government Code Section 910 claim (step two) shall be reduced to 150 Days. Any Section 910 claims shall be presented in accordance with the Government Code and shall affirmatively indicate Contractor's prior compliance with the claims procedure herein and previous dispositions under paragraph 12.3 above.
- 12.4.B Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Section 910 claim, or legal action. County shall not be deemed to waive any provision under this Article 12, if at County's sole discretion, a claim is administered in a manner not in accord with this Article 12.

13. LEGAL AND MISCELLANEOUS

13.1 Laws And Regulations

- 13.1A Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify County and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
- 13.1B Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

13.2 Permits And Taxes

13.2A Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. County will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where County may have already obtained permits for the Work.

13.3 Responsibility Of Contractor And Indemnification

13.3A County and each of its officers, employees, consultants and agents including, but not limited to, the Board, Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

13.3B To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

13.3C With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Engineer and each County representative.

13.3D Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

13.3E To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.

13.3F The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

13.4 Concealed Or Unknown Conditions

13.4A If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to County promptly before conditions are disturbed, except in an emergency as required by paragraph 16.4A of this Document, and in no event later than seven Days after first observance of:

1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- 13.4B In response to Contractor's Notice of Differing Site Conditions under this paragraph 13.4B, County will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, County will negotiate an appropriate change order following the procedures set forth in the Contract Documents. If County determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, County will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document .)
- 13.4C Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- 13.5 Notice Of Hazardous Waste Or Materials Conditions**
- 13.5A Contractor shall give a written Notice of Hazardous Materials Condition to County promptly, before any of the following conditions are disturbed (except in an emergency as required by paragraph 16.4 of this Document), and in no event later than 24 hours after first observance of any:
1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- 13.5B Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- 13.5C Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
- 13.5D Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
 2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 3. Contractor failed to give the written notice within the time required by paragraph 13.5A of this Document .
- 13.5E If County determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, County will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If County determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, County will notify Contractor in writing, stating the reasons for its determination.

- 13.5F In addition to the parties' other rights under paragraph 13.5E of this Document , if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, County may order the disputed portion of Work deleted from the Work, or performed by others, or County may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
- 13.5G If Contractor does not agree with any County determination of any adjustment in the Contract Sum or Contract Time under this paragraph 13.5, Contractor may make a claim as provided in Article 12 of this Document .

13.6 Suspension Of Work

- 13.6A County may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as County may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01250 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

13.7 Termination Of Contract For Cause

- 13.7A County may declare Contractor in default of the Contract Documents and County may terminate Contractor's right to proceed under the Contract Documents for cause, in whole or in part, should Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar Days of the date of notice from County to Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of 10 calendar Days, Contractor must provide County within the ten (10) Day period with a written plan acceptable to County that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan.)
- 13.7B In the event of termination by County as provided above for cause, Contractor shall deliver to County possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, Drawings and Specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, Contractor shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and/or failure to comply with the Contract Documents.
- 13.7C In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have the recovery rights specified in paragraph 13.8. Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Article 12 of this Document 00700. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

13.8 Termination Of Contract For Convenience

- 13.8A County may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever County shall determine that termination is in County's best interest. Termination shall be effected by County delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- 13.8B Contractor shall comply strictly with County's direction regarding the effective date of the termination, the extent of the termination, and shall stop Work on the date and to the extent specified.

- 13.8C Contractor shall be entitled to a total payment on account of the Contract Work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of Work performed, up to but not exceeding the actual contract value of the Work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, County shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.
- 13.8D Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

13.9 Contingent Assignment Of Subcontracts

- 13.9A Contractor hereby assigns to County each Subcontract for a portion of the Work, provided that:
1. The assignment is effective only after County's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to paragraphs 13.7 or 13.8 of this Document.
 2. The assignment is effective only for the Subcontracts which County expressly accepts by notifying the Subcontractor in writing;
 3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00610 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
 4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document), sign all instruments and take all actions reasonably requested by County to evidence and confirm the effectiveness of the assignment in County; and
 5. Nothing in this paragraph 13.9 shall modify or limit any of Contractor's obligations to County arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.10 Remedies And Contract Integration

- 13.10A Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between County and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California for the County of Stanislaus. All County remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances County shall have any and all other equitable and legal rights and remedies which it would have according to law.
- 13.10B The Contract Documents, any Contract Modifications, and Change Orders shall represent the entire and integrated agreement between County and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. County and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.
- 13.10C In any proceeding to enforce the Contract Documents, Contractor and County agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.
- 13.10D Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that

party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

13.11 Patents

13.11A Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless County and each of its officers, employees, consultants and agents, including, but not limited to, the Board, Engineer and each County representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, royalties, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

13.12 Substitution For Patented And Specified Articles

13.12A Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or equal" and Contractor may offer any substitute material or process that Contractor considers equal in every respect to that so designated and if material or process offered by Contractor is, in opinion of County, equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00660 (Substitution Request Form) as provided in Document 00200 (Instructions to Bidders). A substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

13.13 Interest Of Public Officers

13.13A No representative, officer, or employee of County no member of the governing body of the locality in which the Project is situated, no member of the locality in which County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

13.14 Limit Of Liability

13.14A COUNTY, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ENGINEER AND EACH OTHER COUNTY REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

14. MODIFICATIONS OF CONTRACT DOCUMENTS

14.1 Alterations, Modifications And Force Account Work

14.1A Not used

15. **TIME ALLOWANCES**

15.1 **Entitlement To Change Of Contract Time**

15.1A Not used

15.2 **Notice Of Delay**

15.2A Not used

15.3 **Time Extensions And/Or Damages Entitlements For Delays**

15.3A Not used

15.4 **Liquidated Damages**

15.4A Not used

16. **WORKING CONDITIONS AND PREVAILING WAGES**

16.1 **Use Of Site/Sanitary Rules**

16.1A All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to County's approval.

16.1B Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by County, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

16.1C During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by County at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

16.1D Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

16.2 **Protection Of Work, Persons, Property and Operations**

16.2A Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by County, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, all injuries to persons, and all damage and interruptions to County's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by County in writing, Contractor shall at

all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any facilities, operations, or real or personal property of County, its officers, employees, agents, invitees, licensees, lessees or contractors.

- 16.2B Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- 16.2C Contractor shall remedy all damage, injury, loss or interruption to any property or operations referred to in paragraph 16.2A of this Document, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. County and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- 16.2D Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- 16.2E County may, at its option, retain such moneys due under the Contract Documents as County deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and County receives satisfactory evidence to that effect.

16.3 Responsibility For Safety And Health

- 16.3A Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and County's safety regulations as amended from time to time. Contractor shall comply with all County directions regarding protective clothing and gear.
- 16.3B Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify County, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
- 16.3C Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, County-designated routes for ingress and egress thereto, and any other County-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

16.4 Emergencies

- 16.4A In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by County. Contractor shall give County prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

16.5 Use Of Roadways And Walkways

- 16.5A Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with County's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues.

Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

16.6 Nondiscrimination

16.6A No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

16.7 Prevailing Wages

16.7A Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

16.7B Contractor shall forfeit, as a penalty to County, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph 16.7B and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by County. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

16.7C Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

16.7D Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813. Failure to so comply, including without limitation Labor Code Section 1776, shall constitute a default under this Contract.

16.7E Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.

1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, Work classification, straight time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code Section 1776.
 - (a) Contractor shall inform the County of the location of records enumerated above, including the street address, city and county, and shall, within five working Days, provide a notice of a change of location and address.
 - (b) Contractor or Subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Contractor or Subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to the County on whose behalf the contract is made or awarded, forfeit \$25.00 for each calendar Day, or portion thereof,

for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this paragraph due to the failure of a Subcontractor to comply with this paragraph.

3. Contractor shall also deliver certified payrolls to County with each Application for Payment as described in Section 001200 (Measurement and Payment).

16.8 Environmental Controls

- 16.8A Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

16.9 Shoring Safety Plan

- 16.9A Any conflict between this paragraph 16.9 and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.
- 16.9B At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to County a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- 16.9C During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. County's acceptance of any Drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this paragraph 16.9.
- 16.9D Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

SUPPLEMENTAL GENERAL CONDITIONS – HAZARDOUS MATERIALS

1. SUMMARY

- A. This Document 00805 includes requirements that supplement the paragraphs of Document 00700 (General Conditions) as they apply to location, removal, remediation, disposal, and abatement of hazardous materials and hazardous waste at the Site in general.

2. SUPPLEMENT TO PARAGRAPH 5, DRAWINGS AND SPECIFICATIONS.

Add new Paragraph, which reads:

- 2. Notwithstanding anything to the contrary above, should any provision or requirement of any Contract Document conflict with another provision or requirement in the Contract Documents on subject matters of hazardous waste abatement, clean up, disposal, or required safety standards or methods, then the most stringent provision or requirement shall control.

3. SUPPLEMENT TO PARAGRAPH 8.1, OBSERVATION OF WORK BY COUNTY.

Add new Paragraphs, which read:

- F. County shall exercise administration on the Contract Documents. County has employed a consultant to assist in the preparation of the hazardous materials abatement contract specifications. County reserves the right to assign or delegate to this consultant, or any other consultant ("Consultant") any or all of the responsibilities of the Engineer/Architect under the Contract Documents, or alternatively, to act as County's representative. Contractor shall be notified in writing of any such delegation.
- G. Contractor shall cooperate with Consultant as directed by County. Consultant's duties may include observing Contractor's health and safety program and practices, observing the abatement construction activities, observing the contractor's abatement work practices for compliance with the Contract Documents, observing the extent of material removed from each job site, reviewing payment requests, reviewing reports required by governmental or quasi-governmental agencies or the Contract Documents, and providing clearance tests after abatement is completed. No action, omission to act, approval, or failure to advise Contractor as to any matter by Consultant shall in any way relieve Contractor from its responsibility for the performance of the Work in strict accordance with the Contract Documents and applicable Law. Unless directed otherwise in writing by County, Contractor shall not communicate directly with the Consultant and shall direct all communications to County.

4. SUPPLEMENTS TO PARAGRAPH 9, WARRANTY, GUARANTY AND INSPECTION OF WORK.

- a. Add to the end of Paragraph 9.1 the following additional warranties and representations:

D Additional Warranties and Representations:

- 1. Contractor represents and warrants that it, its employees and its Subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training and ability to comply fully with all applicable Laws and Contract Documents requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to adequately address the actual or potential dangers of contract performance).
- 2. Contractor represents and warrants that it, its employees and its Subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state and other governmental and quasi-governmental requirements applicable to the Work.
- 3. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in this contract, and prior to submitting its Bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the

results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed project in full compliance with Contract requirements.

b. Add new paragraphs to 9.6, which read:

- B. County reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor contract requirements of safe and statutory compliant work methods and (where applicable) safe re-entry level air standards under State and Federal law upon completion of the job, and compliance of the work with periodic and final inspection of public and quasi-public entities having jurisdiction.
- C. Contractor acknowledges that County also has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, provided that County shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event County elects to perform these activities and tests, Contractor shall afford County ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities for tests by County in the Contract Sum and the Contract Time.
- D. Notwithstanding County's rights granted by this Paragraph 9.F, Contractor may be required to retain its own industrial hygiene consultant and shall have primary responsibility for collecting samples and perform all applicable, relevant or appropriate activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, required or suggested by the Contract Documents, Laws, or both, and County reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work.

5. SUPPLEMENT TO PARAGRAPH 11.2, COST DATA.

Add new Paragraphs, which read:

- D. Contractor shall obtain and maintain and shall furnish to County on completion of the Work or at any other time requested by County, all necessary permits, licenses, approvals, authorizations, notifications, training certificates, respirator certificates, reports, correspondence, test results, air monitoring certificates, forms, medical records, medical certificates, notes and photographs of work conditions, approved shipping and disposal facility receipts, manifests, and all other documentation required by the Contract Documents or applicable Law, or both.
- E. Contractor shall provide County with copies of each such document as it is generated and shall, as a condition to final payment, provide County with a complete set of such documents (bound, organized and indexed) at the conclusion of the Work. Contractor shall keep and maintain in retrievable files true and correct copies of all such documents for a period of not less than thirty (30) years after final completion of the Work. County shall have the right to inspect or photocopy these records and, if Contractor should cease business operations, then it shall furnish these records to County.

6. SUPPLEMENT TO PARAGRAPH 13.1, LAWS AND REGULATIONS

Add new paragraphs, which read:

- C. Compliance With Laws. Contractor represents that it is familiar with and shall comply with all Laws relating to:
 - 1. the protection of the public health, welfare and environment,
 - 2. storage, handling or use of asbestos, PCB, lead, petroleum based products or other hazardous materials,
 - 3. the generation, processing, treatment, storage, transport, disposal, destruction or other management of asbestos, PCB, lead, petroleum or hazardous waste materials or other waste materials of any kind, and
 - 4. the protection of environmentally sensitive areas such as wetlands.

D. Disposal.

1. Contractor has the sole responsibility for determining current waste storage, handling, transportation and disposal regulations for the Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable Law. County may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
2. Contractor shall develop and implement a system acceptable to County to track hazardous materials from the site to disposals, including appropriate "Hazardous Waste Manifests" on the EPA form, so that County may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
3. Contractor shall provide County with the name and address of each waste disposal facility prior to any disposal, and County shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which County has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction and forwarding the original to the general contractor (with a copy to County).

E. Title To/Responsibility For Hazardous Materials.

1. As between Contractor and County, County will retain title to all hazardous materials previously existing on the Site encountered by Contractor in the performance of the Work. County will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests or other transportation related documents for all previously existing hazardous materials. Nothing in these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of an owner or generator of previously existing hazardous materials.
2. Once Contractor has completed disposal of previously existing hazardous materials as required by the Contract Documents and applicable Law, Contractor shall have no further responsibility for those hazardous materials.
3. Contractor, not County, will retain title to all hazardous materials brought onto the Site in the performance of the Work ("Contractor Hazardous Materials"), including without limitation motor oils, lubricants, cleaners, etc. Contractor shall use, transport and (if applicable) dispose of all Contractor Hazardous Materials in accordance with all applicable requirements of the Contract Documents and applicable Law.

7. **SUPPLEMENT TO PARAGRAPH 13.2, PERMITS AND TAXES.**

Add new Paragraphs, which read:

- B. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to County that it and any disposal facility (i) have obtained all required permits, approvals and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and (ii) are in compliance with all such permits, approvals and the like. For example, before commencing any work in connection with the Work involving asbestos-containing materials or PCB subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to County. Contractor shall not conduct any Work involving asbestos-containing materials or PCB unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds required by governmental or quasi-governmental authorities, fees, deposits, tap fees, offsite easements and asbestos and PCB disposal facilities necessary for the prosecution of the Work shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the Law bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying County in writing of such fact. If Contractor performs any Work contrary to the Law without such notice to County, it shall bear all costs arising therefrom.

- C. In the case of any permits or notices held in County's name or of necessity to be made in County's name, County shall cooperate with Contractor in securing the permit or giving the notice, but Contractor shall prepare for County's review and execution upon approval, all necessary applications, notices and other materials.

8. SUPPLEMENT TO PARAGRAPH 13.3, RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION.

Add a new Paragraph to Paragraph 13.3, which reads:

- G. To the greatest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement and disposal of hazardous waste. This includes liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. §§ 9601 et seq).

9. SUPPLEMENT TO PARAGRAPH 13.7, TERMINATION OF CONTRACT FOR CAUSE.

Add a new Paragraph to Paragraph 13.7, which reads:

- D. Notwithstanding anything in Paragraph 13.7 to the contrary, County shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents or the Law on any matter involving the exposure of persons or property to hazardous waste. However, if the breach exposing persons or property to hazardous waste is due solely to an ordinary, unintentional and non-reckless failure to exercise reasonable care, then the procedures in Paragraph 13.7 for termination for default shall apply without modification.

10. SUPPLEMENT TO PARAGRAPH 16.2, PROTECTION OF WORK, PERSONS AND PROPERTY.

Add a new Paragraph to Paragraph 16.2, which reads:

- F. Contractor shall perform safe, expeditious and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal and disposal industry, the Laws (as herein defined), and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the Law, delivering of all requisite notices, and obtaining all necessary governmental and quasi governmental approvals.

END OF DOCUMENT

DOCUMENT 00821

SUPPLEMENTARY CONDITIONS – INSURANCE

1. **SUMMARY**

- A. This document includes requirements that supplement the paragraphs of Document 00700 (General Conditions).

2. **SUPPLEMENTS**

- A. Add new paragraph 4.2 “Insurance Requirements”:

4.2.A. At or before the date specified in Document 00200 (Instructions to Bidders), Contractor shall furnish to County satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy (“Occurrence Form”). The limits of such insurance shall not be coverage of less than **\$1,000,000** each occurrence, **\$2,000,000** general aggregate limit, and **\$2,000,000** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **\$1,000,000** each person Bodily Injury, **\$1,000,000** each occurrence Bodily Injury, and **\$1,000,000** each occurrence Property Damage.
3. Workers’ Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

4.2.B. All policies of insurance shall be placed with insurers acceptable to County. The insurance underwriter(s) for all insurance policies except Workers’ Compensation shall have an A. M. Best Company rating of **A-, VII** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.

4.2.C. Required Endorsements: The policies required under paragraphs 4.2.A.1 and 4.2.A.2 of this Document 00700 shall be endorsed as follows:

1. Name Stanislaus County, its Board of Supervisors, and their employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.
2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance

company's liability required under paragraphs 4.2.A.1 and 4.2.A.2 of this Document 00700.

3. Insurance shall be primary to County and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.
- 4.2.D. Required Waiver of Subrogation: The policy required under paragraph 4.2.A.3 of this Document 00821 shall include a waiver as follows:
1. For Workers' Compensation insurance, the insurance carrier shall waive all rights of subrogation against the County, its Board, officers, agents and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement.
- 4.2.E. Certificates of insurance and endorsements shall have clearly typed thereon County Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to County (Attention: Contract Administration/Inspection) at the address listed in Document 00520 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon County's request, Contractor shall submit to County, within 30 Days, copies of the actual insurance policies or renewals or replacements.
- 4.2.F. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, County may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- 4.2.G. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from County, County may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse County.
- 4.2.H. Nothing in paragraph 4.2 of this Document 00700 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 4.2.I. All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to County within ten Days of County's request.

4.2.J. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

1. Each Professional shall maintain the following insurance:

- a. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's Work on the Project, in an amount not less than **\$1,000,000** combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
- b. All insurance required by paragraphs 4.2.A.1, 4.2.A.2, and 4.2.A.4 of this Document 00700. Professional shall satisfy all other provisions of paragraph 4.2 of this Document 00700 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

END OF DOCUMENT

APPRENTICESHIP PROGRAM

1. COMPLIANCE REQUIRED

- A. Contractor and Subcontractors shall comply with the requirements of California Labor Code §§1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

2. CERTIFICATION OF APPROVAL

- A. California Labor Code §1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

1. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
2. When the number of apprentices in training in the area exceeds a ratio of one to five;
3. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
4. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

3. FUND CONTRIBUTIONS

- A. Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

4. APPRENTICESHIP STANDARDS

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

END OF DOCUMENT

SECTION 01100

SUMMARY

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Summary of Work and Work Restrictions including:

- a. Work Covered By Contract Documents
- b. Bid Item, Allowances and Alternates
- c. Work Under Other Contracts
- d. Future Work
- e. Work Sequence
- f. Work Days and Hours
- g. Shutdown for Discovery of Cultural Resources
- h. Cooperation of Contractor and Coordination with Other Work
- i. Partial Occupancy/Utilization Requirements
- j. Contractor Use of Site
- k. Air Quality Standards
- l. Construction Staking and Monument Protection
- m. Protection of Existing Structures and Underground Facilities
- n. Permits
- o. County-Furnished Products

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work comprises of the **Abatement and Demolition** of the County of Stanislaus **Barracks 1 and 2** located at the **Men's Honor Farm, 8224 West Grayson Road, Modesto, California**. Contract Documents fully describe the Work.
- B. Not Used
- C. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.
- D. Not Used

1.3 BID ITEMS, ALLOWANCES AND ALTERNATES

- A. Not Used
- B. Not Used
- C. Not Used
- D. Not Used
- E. Not Used
- F. Not Used

1.4 WORK UNDER OTHER CONTRACTS

- A. None expected

1.5 FUTURE WORK

- A. The County may replace the burned facility at this site.

1.6 WORK SEQUENCE

- A. Not Used

1.7 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, **7:00 a.m.-5:00 p.m.** local time.
- B. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from County in writing at least 48 hours in advance and County approves in its sole discretion.
- C. Contractor will not be permitted to schedule utility shutdowns on Fridays.

1.8 SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES

- A. If discovery is made of items of historical archaeological or paleontological interest, immediately cease all Work in the area of discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately contact County. Do not resume Work until authorization is received from County. When resumed, excavation or other activities shall be as directed by County.

1.9 [OPTIONAL] COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Not Used

1.10 [OPTIONAL] PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Not Used

1.11 CONTRACTOR USE OF SITE

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Do not unreasonably encumber Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move any stored products that interfere with operations of County or other contractor.
- E. Coordinate parking, storage, staging, and Work areas with County.
- F. County will provide a storage area for Contractor's equipment and materials.
- G. Do not store construction materials in the Dripline of any tree.

- G. Access is available to the Site from **Grayson Road** along the route indicated.
- I. The entrance to the access road is protected with a gate and lock. Contractor shall ensure that the entrance is locked as may be necessary to control unauthorized entry.
- J. Not Used
- K. Not Used
- L. The Contractor shall follow all County ordinances in force during the duration of this Contract.
- M. Not Used
- N. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the Honor Farm.
- O. Not Used
- P. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.12 AIR QUALITY STANDARDS

- A. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions.
- B. Maintain equipment in good mechanical condition.
- C. Cover trucks hauling dirt and debris.
- D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).
- E. Replace ground cover in disturbed areas as soon as possible.
- F. Enclose, cover, water, or apply soil binders to exposed stockpiles.
- G. Remove earth tracked onto neighboring paved roads at least once daily.
- H. Limit equipment speed to 10 miles per hour in unpaved areas.

1.13 CONSTRUCTION STAKING AND MONUMENT PROTECTION

- A. Not Used.

1.14 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

- A. Site Investigation indicates existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to County.
- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- C. Attention is also directed to the existence of overhead power and telephone lines.

- D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, in advance of the date of abatement and demolition within such area.
- E. Not Used
- F. Not Used
- G. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).
- H. Not Used

1.15 Not Used

1.16 Not Used

PART 2 PRODUCTS

2.1 Not Used

2.2 Not Used

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01200

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.2 REFERENCES

- A. California Public Contract Code
- B. California Code of Civil Procedures
- C. California Government Code

1.3 SCOPE OF WORK Not used

1.4 DETERMINATION OF QUANTITIES

Not used

1.5 BASIS OF PAYMENT

- A. Not Used
- B. Cost Plus: In accordance with Public Contract Code Section 20134, the contractor shall be the actual cost of the use of machinery of material, and labor and of workers' compensation if expended by doing the work plus not more than 15 per cent to cover all profits and administration.
- C. Overhead and Profit: Not Used
- D. Taxes:
 - 1. All State sales tax, use tax, County and applicable City sales taxes shall be included.
 - 2. Federal and Excise tax shall not be included.
- E. County-Operated Equipment: When owner-operated equipment is used to perform extra Work, Contractor will be paid for operator as follows:
 - 1. Payment for equipment will be made in accordance with this Section .
 - 2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator is actually covered by such an agreement.

F. Allowances: Not used

G. Not Used

H. Not Used

1.6 **PROGRESS PAYMENTS** Payments to Contractor will be made directly by the County's Insurance Carrier

1.7 **FINAL PAYMENT** Not Used

1.8 Not used

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01315

PROJECT MEETINGS

PART 1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

- A. Not Used

1.2 WEEKLY PROGRESS MEETINGS

- A. County will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by County.

- 1. Meetings shall be held at the County's Capital Projects office located at the Project site.
- 2. A County Representative will prepare agenda and distribute it in advance of meeting to Contractor.
- 3. Participants with agenda items shall present them.
- 4. Construction Manager shall preside at the meetings.
- 5. The County shall record and distribute the meeting minutes. Minutes shall be distributed by the County to the Contractor within 3 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final memorialization of results of meeting.
- 6. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, County, and others as appropriate to agenda topics for each meeting.
- 7. Agenda will contain the following items, as appropriate:
 - A. Review, revise as necessary, and approve previous meeting minutes
 - B. Review of Work progress since last meeting
 - D. Status of Construction Work Schedule, delivery schedules, adjustments
 - E. Submittal, RFI, and Change Order status
 - F. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
 - G. Other items affecting progress of Work

1.3 PROGRESS SCHEDULE AND BILLING MEETINGS NOT USED

1.4 SAFETY MEETINGS

- A. Conduct monthly Contractor Safety Committee meetings.

B. Conduct weekly toolbox safety talks.

1.5 PRE-CLOSEOUT MEETINGS Not Used

1.6 PROPOSED CHANGE ORDER MEETING

A. Not used

1.7 SPECIAL MEETINGS

A. From time to time as required by job conditions, the Construction Manager may call special meetings among the representatives of the Contractor, subcontractors, the Owner, and the Construction Manager to discuss particular situations or problems which may arise. The Contractor and his subcontractors and/or suppliers, as appropriate, will be expected to attend.

1.8. CONTRACTOR MEETINGS

A. This section does not limit meetings among the Contractor subcontractors and others as the Contractor deems necessary. The Construction Manager may attend the Contractor/Subcontractor meetings.

1.9 QUALITY CONTROL MEETING Not Used

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Description of general requirements for Submittals for the Work:
 - a. Procedures
 - b. Quality Assurance Control Submittals
 - 1) Design Data
 - 2) Test Reports
 - 3) Certificates
 - 4) Manufacturers' Instructions
 - 5) Material Safety Data Sheets

1.2 PROCEDURES

- A. SCHEDULE OF SUBMITTALS Not Used
 - 9. 1.
- B. SUBMITTAL TRANSMITTAL FORM AND SUBMITTAL REQUIREMENTS Not Used
- C. SUBMITTAL NUMBERING SYSTEM Not Used
- D. Not Used
- E. Not Used
- F. Not Used
- G. Not Used
 - 1. H. Not Used
- I. Contractor's submission to County of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents.
- J. Not Used
- K. After review by County of each Submittal, material will be returned to Contractor with actions defined as follows:
 - 1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.

- 2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.
 - 3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by County.
 - 2. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.
- L. Not Used
- M. Favorable review will not constitute acceptance by County of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from County's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. County's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by County, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that County has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.
- N. Unless otherwise specified, County's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- O. Not Used
- P. Contractor shall copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors.
- Q. After County's review of Submittal, Contractor shall revise as noted and resubmit as required. Contractor shall identify changes made since previous Submittal.
- R. Contractor shall distribute copies of reviewed Submittals to concerned persons. Contractor shall instruct recipients to promptly report any inability to comply with provisions.
- S. Not Used
- T. Not Used .

1.3 PROJECT RECORD DOCUMENTS

- A. Submit Project Record Documents as required by Section 01780 (Project Record Documents).

1.4 SAFETY PLAN, ACCESS PLAN, FENCING PLAN

- A. Submit two (2) copies of Safety Plan, Access Plan and Fencing Plan specific to this Contract to the County within five (5) calendar days after the Notice to Proceed. The access plan will show the contractor's proposal for limiting site access. The fencing plan will show where fencing and other access inhibitors will be located in order to protect open trenches and other hazardous areas.
- B. (1) copy of accepted Paragraph 1.4.A Plans will be returned to the Contractor.
- C. No on-site work shall be started until Paragraph 1.4.A Plans have been reviewed and accepted by County. Acceptance of Paragraph 1.4.A Plans shall not affect the Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with project.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01410

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: regulatory requirements applicable to Contract Documents.
- B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- C. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by County before proceeding with the Work.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

- A. Contractor shall comply with all codes, laws, ordinances, rules and regulations applicable to the Work, which shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
 - 1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.
 - 2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
 - 3. Where such laws, ordinances rules, and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules, and regulations occur subsequent to the time of opening of the Bids.
- B. Change Orders and Claims. The California Public Contract Code (including but not limited to Section 7105 (d)(2)) and the California Government Code (Section 930.2 et. seq.) apply to all contract procedures for changes, time extensions, change orders (time and money), and claims. Any change, alteration, Modifications, waiver, or omission to implement these procedures, shall have no legal effect unless approved in advance in a fully executed Change Order approved in writing by County's legal counsel.

1.3 PRECEDENCE

- A. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Drawings and Specifications shall take precedence so long as such increase is legal.
- B. Where no requirements are identified on Drawings or in Specifications, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.
- C. Conflicts between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
- D. Conflicts between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

1.4 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

- A. The California Public Contract Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.
1. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by County. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00700 (General Conditions) and be submitted in compliance with all requirements of Document 00700 (General Conditions), paragraph 12.
 2. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.
 3. Caution: This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.
- B. Procedure:
1. The Claim must be in writing, submitted in compliance with all requirements of Document 00700 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00700 (General Conditions). Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00700 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
 2. For Claims of fifty thousand dollars (\$50,000) or less
 - a. County shall respond in writing within 45 days of receipt of the Claim, or
 - b. County may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims County may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of County and Claimant.
 - 2) County's written response to the Claim, as further documented, shall be submitted to Claimant within 15 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 3. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000:
 - a. County shall respond in writing within 60 days of receipt of the Claim, or
 - b. County may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims County may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of County and Claimant;

- 2) County's written response to the Claim, as further documented, shall be submitted to Claimant within 30 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

4. Meet and Confer:

- a. If Claimant disputes County's written response, or County fails to respond within the time prescribed above, Claimant shall notify County, in writing, either within 15 days of receipt of County's response or within 15 days of County's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand County will schedule a meet and confer conference within 30 days for settlement of the dispute.
- b. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim under Paragraph 1.4.B hereunder, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.5 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

- A. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents, or assigns shall constitute a material breach of the Contract Documents.

1.6 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

- A. In accordance with the provisions of California Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
 1. At request and expense of Contractor, securities listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and County which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
 2. Alternatively, Contractor may request and County shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Section for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from County, pursuant to the terms of this Section. Pay to each Subcontractor, not later than 20 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
 3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.

4. Enter into escrow agreement with Controller according to Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under California Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
5. California Public Contract Code Section 22300 is hereby incorporated in full by this reference.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01420

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1.1 DEFINITIONS

- A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.
- B. While County has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:
 - 1. **Addenda:** Not Used
 - 2. **Agreement (Document 00520):** Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between County and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
 - 3. **Alternate:** Not Used
 - 4. **Application for Payment:** Not Used
 - 5. **Approved Equal:** Not Used .
 - 6. **Architect/Engineer:** Not Used
 - 7. **Asbestos:** Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
 - 8. **Bid:** Not Used
 - 9. **Bidder:** Not Used
 - 10. **Bidding Documents:** Not Used
 - 11. **Board:** The Board of Supervisors of the County.
 - 12. **Business Day:** Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by County. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
 - a. New Year's Day, January 1;
 - b. Martin Luther King Jr.'s Birthday, third Monday in January;
 - c. Lincoln's Birthday, February 12;
 - d. Presidents' Day, third Monday in February;
 - e. Memorial Day, last Monday in May;
 - f. Independence Day, July 4;

- g. Labor Day, first Monday in September;
 - h. Veterans' Day, November 11;
 - i. Thanksgiving Day, as designated by the President;
 - j. The Day following Thanksgiving Day;
 - k. Christmas Day, December 25; and
 - l. Each day appointed by the Governor of California and formally recognized by the Alameda County Board of Supervisors as a day of mourning, thanksgiving, or special observance.
 - m. **Change Order:** Not Used
13. **Code Inspector:** A local or state agency responsible for the enforcement of applicable codes and regulations.
14. **Construction Change Directive** Not Used
15. **Contract Conditions or Conditions of the Contract:** Consists of two parts: General Conditions and Supplementary Conditions.
- a. General Conditions are general clauses that are common to the County Contracts, including Document 00700 (General Conditions).
 - b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for these Contract Documents, including Document 00800 (Supplementary Conditions) and Document 00821 (Supplementary Conditions - Insurance).
16. **Contract Documents and Contract:** Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00520 (Agreement), plus all changes, Addenda, and Modifications thereto.
- a. **Contract Modification** Not Used
17. **Contract Sum:** Not Used
18. **Contract Time:** The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to complete the Work so that it is ready for acceptance.
19. **Contractor:** The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.
20. **Contractor's Employees:** Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
21. **County:** The County of Stanislaus.
22. **County-Furnished, Contractor-Installed:** Not Used
23. **County's Representative(s):** See Document 00520 (Agreement).

24. **Day:** One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
25. **Defective:** An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by County). County is the judge of whether Work is Defective.
26. **Drawings:** Not Used
27. **Equal:** Equal in opinion of County. Burden of proof of equality is responsibility of Contractor.
28. **Final Acceptance or Final Completion:** County's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - a. Not Used
 - b. Not Used.
 - c. Not Used.
 - d. All punch list Work, as directed by County, having been completed by Contractor.
 - e. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of County.
29. **Force Account:** Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
30. **Home Office Overhead:** Home office overhead shall not be included as part of the cost of the Work, but shall be part of Contractor's profit and shall include, but is not limited to, the following: accounting functions of Contractor's main office; general expenses of Contractor's main office; interest on capital; and salaries of any home office estimators and administration.
31. **Milestone:** Not Used
32. **Modification:** Not Used.
33. **Not in Contract:** Not Used
34. **Notice of Completion:** Shall have the meaning provided in California Civil Code §3093, and any successor statute.
35. **Off Site:** Outside geographical location of the Project.
36. **Overhead:** All on-site payroll costs, and fringe benefits of same, for supervising, estimating, expediting, drafting and clerical services where directly affecting the cost of the Work; small tools (less than Five Hundred Dollars (\$500.00) capital cost per item); equipment maintenance and repairs; temporary construction, utilities, and safety requirements, other than falsework, forming and necessary scaffolding; transportation of materials other than direct identifiable cost of specific deliveries, or as included in the price of material; parking fees for workmen; permit fees; cost of reproduction; and General Insurance and Bonds.

37. **Partial Utilization:** Not Used
38. **PCBs:** Polychlorinated byphenyls.
39. **Phase:** Not Used
40. **Product Data:** Not Used
41. **Progress Report:** Not Used
42. **Project:** Total Abatement and Demolition and site cleanup of which Work performed under Contract Documents may be whole or part.
43. **Project Manager:** If used elsewhere in the Contract Documents, "Project Manager" shall mean a person holding a valid California State Architect's or Engineer's license representing the County in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to County. When Project Manager is referred to within the Contract Documents and no Project Manager has in fact been designated, then the matter shall be referred to County. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of County, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of County Project Manager is the beneficiary of all Contractor obligations to County, including without limitation, all releases and indemnities.
44. **Project Manual:** Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
45. **Project Record Documents:** All Project deliverables required under Sections 01700 et seq., including without limitation, as-built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
46. **Request for Information ("RFI"):** A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for County to submit Contract Document clarifications or supplements to Contractor.
47. **Request for Proposals ("RFP"):** Not Used.
48. **Request for Substitution ("RFS"):** Not Used .
49. **RFI-Reply:** A document consisting of supplementary details, instructions, or information issued by County that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by County. RFI-Replies will be issued through the RFI administrative system.
50. **Samples:** Not Used
51. **Shop Drawings:** Not Used
52. **Site:** The particular geographical location of Work performed pursuant to Contract Documents.
53. **Specifications:** The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions 1 through 16 (or 17 if used.)
54. **Subcontractor:** A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the

Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

55. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of County as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of County for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.
 56. **Supplemental Instruction:** Not Used
 57. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
 58. **Unit Price Work:** Not Used
 59. **Work:** The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.
- C. The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:
1. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of County is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of County. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by County.
 2. Wherever the word "may" or "ought" is used, the action to which it refers is discretionary. Wherever the word "shall" or "will" is used, the action to which it refers is mandatory.
 3. **By County:** Work that will be performed by County or its agents at the County's expense.
 4. **By Others:** Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by County, other contractors, or other means.
 5. **Concealed:** Work not exposed to view in the finished Work, including within or behind various construction elements.
 6. **Exposed:** Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
 7. **Furnish:** Supply only, do not install.
 8. **Indicated:** Shown or noted on the Drawings.
 9. **Install:** Install or apply only, do not furnish.

10. **Latent:** Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00700 (General Conditions).
11. **Law:** Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
12. **Material:** This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
13. **Provide:** Furnish and install.
14. **Shown:** As indicated on Drawings.
15. **Specified:** As written in Specifications.
16. **Testing and special inspection agency:** An independent entity engaged by County to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

[Supplements Document 00700, Paragraph 10.7]

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Temporary Electricity
2. Temporary Telephone
3. Temporary Water
4. Temporary Sanitary Facilities
5. Temporary Barriers and Enclosures
6. Tree and Plant Protection
7. Water Control
8. Noise Control
9. Traffic Control
10. Storm Water Pollution Prevention Plan
11. Removal of Temporary Facilities and Controls

1.2 DEFINITIONS

- A. Dripline: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.
- B. **Not Used**
- C. Tree damage: Tree damage shall include, but not be limited to, the following: significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade, compacting the soil, interfering with the normal water requirements of the tree, unauthorized trenching or excavating, or unauthorized removal of more than 1/3 of the live wood, foliage, or roots.
- D. Not Used

1.3 TEMPORARY ELECTRICITY

- A. Contractor may make arrangements with County to use the 120-VAC convenience power receptacles at the **Honor Farm**, if needed. If voltages other than 120-VAC (or higher loads than the existing circuits can provide) are required, make separate arrangements for such service with Pacific Gas and Electric Company.

1.4 TEMPORARY TELEPHONE

- A. Provide, maintain, and pay for telephone service.

1.5 TEMPORARY WATER

- A. Contractor may use County-provided water from **Honor Farm** for use on this Project. Contact County prior to commencement of Work to coordinate using County's water. This water will only be available from **8:00 a.m. to 5:00 p.m.** Mondays through Thursdays (excluding holidays). Should County determine, in its sole discretion, that Contractor's use of County's water is excessive, County may terminate water delivery. Water used by Contractor shall not be permitted to return to the river in any manner that would erode the topsoil or

banks, or silt or roil the river. No other County-provided water will be made available to Contractor for this Project.

1.6 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required temporary buildings with sanitary toilets for use of all workers.
- B. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

1.7 TEMPORARY BARRIERS AND ENCLOSURES

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for County's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades required by governing authorities for public access to existing buildings.
- C. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.8 TREE AND PLANT PROTECTION

- A. Not Used

1.9 WATER CONTROL

- A. Not Used

1.10 NOISE CONTROL

- A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.

1.11 TRAFFIC CONTROL

- A. Notification: Not Used

- B. Traffic Control Measures:

1. Traffic control and safety precautions shall conform with the CalTrans "Manual of Traffic Safety Controls for Construction and Maintenance Work Zones," all provisions of the County of Stanislaus encroachment permit, and with these Specifications.
2. Pay for all costs for traffic signage, including flagging.
3. Provide safe passage for vehicular and pedestrian traffic through the Work at all times.
4. Traffic on two-lane streets may be reduced to one lane provided that, with all restriction of traffic flow, flaggers, cones, signs, and barricades are furnished as required by County. Permit the traffic equal flow time in each direction.
5. Maintain access to public and private buildings, businesses and driveways. Provide approved metal "bridge" or temporary backfill for access when and where required within 1/2 hour after request by County except that emergency vehicles and personnel shall be provided immediate access at all times.
6. Restore access to all residences for all non-working hours, holidays, and weekends.

- C. Maintain traffic control measures:

1. Maintain traffic control through the Site and provide local access as specified herein regardless of rain or other causes, either within or beyond the control of Contractor, that may force suspension or delay of the Work. At all times keep on the Site such materials, labor forces, and equipment as may be necessary to keep the streets and driveways within the Site open to traffic and in good repair. Expedite the passage of such traffic, using such labor forces and equipment as may be necessary.

1.12 STORM WATER POLLUTION PREVENTION PLAN

- A. Prior to commencement of Work at the Site, provide County a Storm Water Pollution Prevention Plan (SWPPP) prepared in accordance with NPDES General Permit No. CAS 000002 (Water Quality Order 99-08-DWQ) issued by the State Water Resources Control Board.
- B. Prepare the SWPPP in accordance with the requirements of Section A of the NPDES General Permit. Develop and implement a monitoring program in accordance with requirements set forth in Section B of the NPDES General Permit to verify compliance with the NPDES General Permit.
- C. Submit SWPPP to County for review in accordance with Section 01330 (Submittal Procedures). The SWPPP shall be provided to County prior to commencement of Work at the Site.
- D. The SWPPP shall include a Site map. Geometric equations, notes, details, and all data not related to water pollution control work shall be removed to improve clarity. A copy of the Drawings shall be used as a base sheet with the pertinent stage of construction drawn in as an overlay to accurately reflect Site conditions at various phases of construction.
- E. Revise and update the SWPPP whenever there is a change in construction operations that may affect the Site drainage patterns or discharge of pollutants to surface waters, groundwaters, or a separate municipal storm sewer system.
- F. Failure to fully comply with the requirements of the NPDES General Permit shall subject Contractor to all fines, damages, and job delays incurred due to failure to implement the SWPPP.
- G. A copy of the NPDES General Permit, together with updates and revisions, shall be kept at the Site. Contractor shall furnish copies of the SWPPP at the request of County.

1.13 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Remove underground installations to a minimum depth of 2 ft.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01540

SITE SECURITY AND SAFETY

[Supplements Document 00700, Paragraph 16]

PART 1 GENERAL

1.1 SUBMITTALS

- A. See Section 01330 (Submittal Procedures).
- B. Safety Program.
- C. Fire Protection Plan.

1.2 PROTECTION

- A. Contractor shall continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
- B. Contractor shall properly protect the Work:
 - 1. With lights, guard rails, temporary covers and barricades.
 - 2. Brace and secure all parts of the Work against storm and accident.
 - 3. Provide such additional forms of protection that may be necessary under existing circumstances.
- C. Contractor shall provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Contractor shall be responsible for the protection in excess of such minimum requirements as required.

1.3 CONTROL OF SITE

- A. Contractor responsibilities: The contractor shall ensure that no alcohol, controlled substance, firearm, or weapon enters the secure perimeter of the facility. Any contractor employee caught bringing any of the above mentioned items into the secure perimeter of the facility shall be immediately removed from the site and will be subject to arrest.
- B. Coordination with Sheriff Department Personnel: The project is being constructed within the secure perimeter of existing Adult Detention Facility with controlled access and movement 24 hours a day. Expect delays due to facility events. Work stoppages may occur due to facility emergencies which will take precedence over project construction. The facility management will assign a Custodial Deputy with the contractor to coordinate daily activities and facility access. Coordinate all system interruptions and scheduled down time with the contact person. The County, at the request of the Sheriff's Office, may require some work to occur at other than standard work hours. With prior written direction to work other than normal hours, the County will pay the cost of the premium time. Contractor shall abide by all facility rules and special security requirements.
- C. Background Checks: The Sheriff's Department will perform a background check on all contractor employees working within the confines of the Stanislaus County Honor Farm. Two weeks prior

contractor employees being given access to the facility, the contractor must submit the following documents on all employees; **full legal name and other known alias, date of birth, and valid driver's license**. Once approved in the background check, contractor employees must sign the No Hostage Policy form (see attached form). Employees, who are not approved in the background check, or not willing to sign the No Hostage Policy form, will not be allowed access to the facility.

- D. Convicted Felons: Contractor employees convicted of a felony, on probation, on parole, or any individual required to register with law enforcement will not be allowed access to any Adult Detention Facility.
- E. Written Work Plan: Each week at the weekly meeting the Construction Manager, facility management staff, and Contractor will discuss the following weeks work schedule. Seventy-two (72) hours prior to each work activity, the Contractor shall provide the Construction Manager with a detailed written work plan for approval of the facility management staff. The work plan shall include a general description of the work to be performed, the work location shown on a plan, the duration of time working on the specified activity, and the names of each employee involved. The work plan will allow the facility management staff to coordinate access for the contractor. The contractor must notify the facility management staff immediately if the work plan needs to be changed. The revised work plan must be approved by the on-duty facility management staff.
- F. Facility Access Requirements: Upon entry to the Stanislaus County Honor Farm, contractor employees will be met by a Custodial Deputy to assure they all have proper identification. Contractor employees will not be able to access any area of the Stanislaus County Honor Farm without being escorted by the assigned Custodial Deputy.
- G. Interaction with Inmates: Contractor employees are not to communicate with inmates in any way. There are signs at the entrance to the facility, and along the fence line, which alert you to the fact if you communicate or pass anything to an inmate, you will be subject to arrest.
- H. Equipment and Tool Protection: The Contractor shall conduct frequent inventory of equipment and tools. The Contractor shall report any missing piece of equipment or tools immediately to the Custodial Deputy assigned to the project. The Sheriff's Department will not be held liable for the loss of or the damage to equipment, tools, or materials of the contractor employees.
- I. Identification of Employees: The County shall provide each employee with a County photo identification badge. Contractor employees must display identification badge at their left shirt pocket area on the outer layer of clothing at all times within the secure perimeter of the facility.
- J. Emergencies: Contractor employees are to be escorted by the assigned custodial deputy at all times. In the event of an emergency, the custodial deputy will escort contractor employees to a safe area. Follow directions of the assigned custodial deputy until the emergency is controlled.
- K. Doors and locks: Doors are to be shut and locked at all times. Doors cannot be propped open unless the assigned custodial deputy is within arms length of the door.
- L. Contact with inmates: Contractor employees are not to touch any inmate at any time. Do not allow inmate to come in physical contact with any contractor employee. If any contractor employee feels threatened by an inmate, immediately alert the assigned custodial deputy. If any contractor employee is friends with, or related to, any inmate, you must notify the assigned custodial deputy immediately.
- M. Clothing: Contractor employees shall not wear any gang related clothing or accessories. If contractor employees are wearing inappropriate clothing that would cause a negative reaction with the inmates, they will have to remove the article of clothing, or they will be denied access to the facility.

NO HOSTAGE POLICY

I, _____ do understand that the Stanislaus County Sheriff's Department Adult Detention Division has a "NO HOSTAGE POLICY." If at any time I am taken hostage, the Stanislaus County Sheriff's Department will not bargain with any inmate to gain my release.

I understand by signing my name to the line below that I am releasing the Stanislaus County Sheriff's Department from any liability and that I am entering at my own risk.

Name (please print)

Signature

Date

Witness

1.4 SAFETY PROGRAM

- A. Prior to starting any Work at the Site, Contractor shall submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Contractor shall comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
- B. Receipt and/or review of the Safety Program by County, Project Manager, or County's Representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
- C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with each individual Contractor and Subcontractor.
- D. Safety Program components:
 - 1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
 - 2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.
- E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Contractor shall supply sufficient hard hats to equip properly all employees and visitors.
- F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Contractor shall supply PPE to all personnel under Contractor's direction.

1.5 SAFETY REQUIREMENTS

- A. Standards: Contractor shall maintain the Project in accordance with state and local safety and insurance standards.
- B. Hazards Control:
 - 1. Contractor shall store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Contractor shall prevent accumulation of wastes that create hazardous conditions.
 - 3. Contractor shall provide adequate ventilation during use of volatile or noxious substances.
- C. Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish or waste material on the Site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

- D. Provide accident information on the forms provided by Contractor. This information shall be provided on the same Day as the occurrence of said incident.

1.6 SITE SAFETY OFFICER

- A. Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by County Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by County, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by County.
- B. County's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.7 FIRE PROTECTION PLAN

- A. Prior to starting any Work at the Site, Contractor shall submit one copy of a fire protection plan that has been reviewed and approved by the local Fire Protection District. It is recommended that the plan include, but not be limited to, a discussion of the following items:
 - 1. Equipment spark arresters
 - 2. Fire-extinguishing equipment on hand
 - 3. Method of operation in case of fire
 - 4. Notification to authorities of any fire
 - 5. Access available during performance of Work
 - 6. Educating workers of fire protection plan
 - 7. Storage protection for flammable materials
 - 8. Ventilation and illumination equipment

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01740

CLEANING

SUPPLEMENTS DOCUMENT 00700

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Progress Cleaning
- B. Final Cleaning

1.2 PROGRESS CLEANING

- A. Contractor shall perform periodic cleaning to ensure that any streets and other County and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. Contractor shall keep all paved roads clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
- D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).
- E. Disposal of Materials:
 - 1. All waste materials, debris, and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
 - 2. Become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
- F. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to County. Contractor is advised that the property owner is required to obtain a fill permit from PRMD. In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor, County, and any County consultant from future liability.
- G. If Contractor does not properly clean the Site, in the opinion of County, then County shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

1.3 FINAL CLEANING

A. Not Used

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION