

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

DEPT: General Services Agency

BOARD AGENDA # \*B-4

Urgent

Routine

AGENDA DATE June 10, 2014

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award a Contract to RFI Enterprises, Inc. for Security Improvements at Various County Locations

STAFF RECOMMENDATIONS:

1. Award a contract to RFI Enterprises, Inc. for security improvements at 917 Oakdale Road, Modesto (County Center III); 800 Scenic Drive, Modesto (Behavioral Health & Recovery Services); 3800 Cornucopia Way, Modesto (Harvest Hall); and 251 E. Hackett Road, Modesto (Community Services Agency).
2. Authorize the Purchasing Agent to execute the contract with RFI Enterprises, Inc. and to sign any necessary documents on behalf of the County.
3. Authorize the Purchasing Agent to execute change orders in accordance with Public Contract Code, Section 20142.

FISCAL IMPACT:

The proposed contract covers the conversion from mechanical locks to electronic locks for a total cost of \$160,889.87. The scope of the contract encompasses four County locations: County Center III in the amount of \$57,383.94; Behavioral Health & Recovery Services in the amount of \$13,586.35; Harvest Hall in the amount of \$52,632.51; and Community Services Agency in the amount of \$37,287.07.

(continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-268

On motion of Supervisor Withrow, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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### **FISCAL IMPACT: (continued)**

Funding for the County Center III project is available in Fiscal Year 2013-2014 Final Adopted Plant Acquisition budget, Deferred Maintenance program. The Harvest Hall project is funded by the Agricultural Commissioner's Fiscal Year 2013-2014 Final Adopted Budget. Funding is included in the Fiscal Year 2013-2014 Adopted Final Departmental Budgets for Behavioral Health & Recovery Services and Community Services Agency.

### **DISCUSSION:**

The four locations, County Center III, Behavioral Health & Recovery Services, Harvest Hall, and Community Services Agency are requesting improvements to building security by converting from mechanical locks to electronic locking systems. The change will improve security, and control access to the building at a department level.

Electronic locking systems improve building security and protect assets by allowing departments to alter user access to their facilities quickly and economically. The current process requires the department to re-key an entire facility when building keys are lost, to maintain building security. The process is labor intensive and inefficient. Installing an electronic locking system drastically reduces labor costs and enables the department to immediately deny access to a facility when security is compromised, thereby granting a higher degree of security and flexibility than mechanical locks.

General Services Agency has reviewed the current systems and determined that repairs are no longer cost effective, and recommends replacing the mechanical locking systems with a Lenel system. Lenel is a worldwide provider of security systems, with over 20,000 successful security installations, including the Stanislaus County Juvenile Detention Center. The Lenel platform is open architecture, making it ideal for integration into existing systems.

The Lenel access system is compliant with Homeland Security requirements, and meets the current needs of each named location. The Lenel system can be segmented by department or division, so area access is retained at the department level. Seventeen County departments in eight buildings, including the Community Services campus, Agriculture Center, and Health Services Agency, currently utilize the proposed Lenel system.

The General Services Agency (GSA) requested Bids for the conversion from mechanical locks to electronic locks at County Center III, located at 917 Oakdale Road, Modesto; Behavioral Health & Recovery Services, located at 800 Scenic Drive, Modesto; Harvest Hall and at the Community Services Agency, located at 251 E. Hackett Road, Modesto.

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GSA posted Bid #14-30 MP Electronic Access Control System (Bid) on March 28, 2014. The Bid was downloaded by 33 vendors. On April 24, 2014, a mandatory pre-conference was held and eight vendors attended. The Bid closed on April 24, 2014 and GSA received responses from three vendors, listed below:

- Netronix Integration, Inc., of San Jose, CA;
- RFI Enterprises, Inc., of San Jose, CA; and
- Stanely Convergent Security Solutions, Inc., of West Sacramento, CA.

The evaluation of the bids is set forth in the table below:

| <b>Vendor</b>                               | <b>Bid Amount</b> |
|---------------------------------------------|-------------------|
| RFI Enterprises, Inc.                       | \$160,889.87      |
| Stanely Convergent Security Solutions, Inc. | \$168,651.00      |
| Netronix Integration, Inc.                  | \$221,535.00      |

RFI Enterprises, Inc. is the lowest responsive, responsible bidder.

All new materials, installation, construction, and testing including any necessary electrical modifications, and incidental materials will be provided, installed and guaranteed by RFI. Project management will be performed by current GSA staff. All work is to be completed within ninety (90) working days. The effective date of the proposed agreement with RFI Enterprises, Inc. is June 10, 2014, with completion anticipated on or before October 21, 2014.

This project is exempt from the California Environmental Quality Act (CEQA) under Title 14, Section 15301 (operation, repair, maintenance or minor alteration of existing structures or facilities) of the California Code of Regulations.

**POLICY ISSUE:**

Approval to award this agreement supports the Board's priority of Efficient Delivery of Public Services by improving department control of building security.

**STAFFING:**

Existing GSA staff will assist with project management and coordination of this project.

**CONTACT:**

Keith Boggs, GSA Director/Purchasing Agent. (209) 652-1514  
Scott Shook, Facilities Maintenance Manager. (209) 652-0480

**AGREEMENT**  
**(Public Works of Improvement)**

This Agreement, made this 10th day of June, 2014, by and between RFI Enterprises, Inc., a California corporation, (the "Contractor") and the COUNTY OF STANISLAUS (the "County").

ARTICLE I

The Contractor will provide all the materials, tools, equipment and labor and perform all the work necessary to complete in a good workmanlike manner:

**BID NAME** Electronic Access Control System  
**BID NO.** 14-30 MP

as set forth in the Bid of the Contractor and in accordance with the bid, Notice to Bidders, Information for Bidders, General Conditions, plans and specifications, bonds, addenda, and any documents particularly required or provided, all of which are attached hereto and made a part hereof. All of the foregoing documents, together with this Agreement, comprise the contract.

ARTICLE II

All of the work included in this contract is to be performed under the direction of the County, and in conformity with the true construction and meaning of the contract, as determined solely by the County.

ARTICLE III

No alterations in the work shall be made except upon written order of the County. The amount to be paid by the County or to be deducted from the contract price by virtue of such alterations shall be stated in said order and shall be approved in writing by the County and the Contractor.

Changes, additions, and alterations in the work, which do not exceed \$500.00, may be ordered in writing by the Purchasing Agent of the County of Stanislaus. All other changes, additions, or alterations in the work shall be by order of the Stanislaus County Purchasing Division of the County of Stanislaus.

ARTICLE IV

The Contractor shall commence the work within ten (10) working days after the date specified in the Notice to Proceed given to him with respect to each Project identified in Article V below, and shall prosecute said work in a prompt, diligent and workmanlike manner. The Contractor shall complete all work with respect to each of the Projects within

**"Ninety (90) Working Days"**

of the date of the Notice to Proceed issued for such Project, unless extension or suspension of the work is agreed to in writing by the County. Time is of the essence in this Agreement.

ARTICLE V

The County agrees to pay and the Contractor agrees to accept in full payment for the work:

**BID NAME ESTIMATE**

| <b>PROJECT</b> | <b>UNIT OF MEASURE</b>                                          | <b>PRICE</b> | <b>TOTAL</b> |
|----------------|-----------------------------------------------------------------|--------------|--------------|
| 1              | County Center III, 917 Oakdale Road, Modesto                    | 1 EA.        | \$ 57,383.94 |
| 2              | Behavioral Health & Recover Services, 800 Scenic Drive, Modesto | 1 EA.        | \$ 13,586.35 |
| 4              | Harvest Hall Bldg., Ag Center, 3800 Cornucopia Way, Modesto     | 1 EA.        | \$ 52,632.51 |
| 5              | Community Services Agency, 251 E. Hackett Road, Modesto         | 1 EA.        | \$ 37,287.07 |

CONTRACT TOTAL \$160,889.87

The County shall pay to the Contractor in due course and at the usual time for payment of County obligations after the last day of each month, ninety percent (90%) of the cost of the work completed and material properly stored on the job site, which cost shall be determined by the County. A final payment of ten percent (10%) of the contract price shall be due the Contractor 35 days after acceptance of the work, provided that the Contractor

furnishes to the County satisfactory evidence that all obligations for labor and materials have been satisfactorily fulfilled within the said 35 day period, and further provided that no payment shall be construed to be an acceptance of defective work or improper materials.

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.15 of the General Conditions of the contract documents without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies, which would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

#### ARTICLE VI

Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and materials furnished in the prosecution of the contract work. Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

#### ARTICLE VII

The Contractor shall take out, and maintain during the life of the contract, insurance policies as described in Section 2.16 of the General Conditions of the contract documents.

#### ARTICLE VIII

The Contractor shall indemnify, defend, and save harmless Stanislaus County and all officers and employees thereof connected with the work from all claims, suits or actions of every name, kind and description, brought forth or on account of injuries to or death of any person, including, but not limited to, workmen and the public, or damage to property resulting from the performance of the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Contractor waives any and all rights to any type of express or implied indemnity against the County, its officers or employees.

#### ARTICLE IX

When the work is completed and ready for final inspection, the Contractor shall notify the County which shall make such final inspection within five (5) days after notice.

If the County shall approve the work and find that the work is complete and ready for acceptance and shall accept the same, the final payment of the contract price shall be due as provided in Article V, hereof.

#### ARTICLE X

The Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works, and Sections 2.13, 2.18, 2.19, 2.20, 2.21, and 2.22 of the General Conditions are hereby referred to and incorporated herein as if fully set forth. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates.

#### ARTICLE XI

Whenever any act is directed to be done or notice directed to be given by or to the County hereof, the same may be done or given by or to the Director of the Department of Public Works.

#### ARTICLE XII

The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. This contract shall be binding upon the parties hereto, their heirs, successors, assigns, subcontractors, and legal representatives.

ARTICLE XIII

Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this contract and the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving hereby the provisions of Section 2819 of the Civil Code.

ARTICLE XIV

Neither the final certificate nor payment, nor any provision of the related documents, shall relieve the Contractor of responsibility for faulty workmanship or materials, and less otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of filing Notice of Completion. The County shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Director of the Department of Public Works.

COUNTY OF STANISLAUS

RFI ENTERPRISES, INC.

By: [Signature]  
Keith D. Boggs, Assistant Executive Officer,  
GSA Director/Purchasing Agent  
"County"

By: [Signature]  
Name: Brad Wilson CPP  
Title: President  
"Contractor"

APPROVED: BOS Resolution # 2014-268

APPROVED AS TO CONTENT:  
General Services Agency - Facilities Maintenance Division

By: [Signature]  
Scott Shook, Facilities Maintenance Manager

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By: [Signature]  
Thomas E. Boze, Deputy County Counsel

NOTE: The Contractor's signature must be acknowledged before a Notary Public Contractor.

State of California }  
Santa Clara } SS.  
County of Stanislaus }

On this 2<sup>nd</sup> day of May, 2014, before me, Terri Yslava, Notary Public, personally appeared Brad Wilson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

(SEAL)

[Signature]  
Notary's Signature



**STANISLAUS COUNTY GSA PURCHASING DIVISION  
FOR GSA FACILITIES MAINTENANCE DIVISION  
BID #14-30 MP**

**SECTION 28 13 00  
ACCESS CONTROL SYSTEM  
PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
1. Access Control Server.
  2. Access Control System.
  3. Readers and Cards.
  4. Door Position Sensors (DPS).
  5. Power Supplies.

**1.02 SYSTEM DESCRIPTION**

- A. Access Control System:
1. The access control system shall restrict access to controlled areas of the facility to persons with authorized photo ID key cards. Devices including proximity card readers at selective building entrances and exits and internal doors for providing authorized access by area based on staff's security levels and classification. Cameras will be integrated to record unauthorized entry where applicable.
  2. System administrative programming functions including the addition and removal of employee cards, time schedules, activity reports, etc. shall be restricted to password protected access and specific computer locations. Multiple levels of programming access and programming locations shall be provided based on areas of responsibility.
  3. Photo ID key cards shall be created and enrolled through a dedicated computer station with photo badging software, photo ID camera, printer, and card reader.
  4. A rack mounted uninterruptible power supply shall be provided for power conditioning, surge suppression, and short-term power back-up of the security equipment.
- B. Door/Gate Position Status and Alarms:
1. Provide low voltage power to the various switches which combine to indicate the secure or nonsecure status of position monitored doors/gates (i.e., hinge position, latch position, bolt position, limiting switches, etc.).
  2. Provide door/gate position and latch monitoring as indicated on the job walk. If the DPS or latch monitor becomes unsecured, electronically indicate door status and/or alarm at the Touchscreen Panel in each staff control station. Wire door position switches (DPS) and all other alarm detection devices to, and monitor them with, system inputs at their designated access control panels.
  3. All door position/bolt monitoring switches in a hardware group shall be connected in series with each other so that an open at any one of the switch contacts shall break the 24VDC circuit to the monitoring electronics and provide a real time unsecured door status and/or alarm indication on the designated Access Control computers. Losing the indicating signal power by cutting the circuit (circuit failure) shall indicate an unsecured door and/or initiate a door alarm.
- C. User Programming Functions
1. The system operation shall be completely programmable by the Owner for service and maintenance. Programming shall be possible from the Access Control System Server, Owner provided workstations, or a stand-alone computer with the proper access codes. Database partitioning on a single server will be possible.
- D. Door Operation – General
1. For card reader locations, presenting a valid card across the proximity card reader shall allow access through the door for a programmable time initially set for four seconds and then relock.
  2. Upon valid access, the proximity card reader shall alarm shunt to signal authorized access through the door. The alarm shunt shall be a programmable time initially set for ten (10) seconds.
  3. When the door closes the lock shall automatically relock.
  4. Locks shall unlock and remain unlocked when the unlock input signal is active.
  5. If desired, selective access controlled doors shall be capable of remote release from The Access Control Server and Owner provided Workstations.

- 6. Selective electrified doors in egress pathways shall unlock and remain unlocked during a fire alarm. Coordinate and obtain a signal from the fire alarm contractor.

**1.03 SUBMITTALS**

- A. Shop Drawings: Submit manufacturer's wiring schematics integrated with all related security control and monitoring functions for each door/lock position hardware and other electric hardware device showing all terminal and connector pin assignments.

**1.04 QUALITY ASSURANCE**

- A. CEC Compliance: Comply with Article 725 (Class 2 Power-limited Circuits).

**1.05 COORDINATION**

- A. Obtain hardware information and coordinate all technical requirements, interfaces, installation, and testing with the door/gate hardware suppliers.
- B. Coordinate all door frame/jamb device rough-in, mounting, and wiring requirements with door frame Supplier.
- C. Coordinate with the Owner for all programmable system functions and features using matrix forms to gather user's inputs. Make all necessary program changes at no additional cost prior to final acceptance.

**1.06 EXTRA MATERIALS**

- A. Deliver the following spare parts to the Owner at a location to be designated:
  - 1. (2 card readers.)
  - 2. (2 door position switches and REX devices
  - 3. (1) of each type of system modules used (single RIM, ISC, ICM, OCM).
  - 4. (1) power supplies.
  - 5. (2) of each type of relays.
  - 6. (2) of each type of fuses and fused terminals.
- B. Number in parenthesis denotes quantity required.

**PART 2 - PRODUCTS**

**2.01 MANUFACTURERS**

- A. Firms regularly engaged in the design and manufacture of Access Control and Alarm Monitoring System's components and accessories, of types, sizes, capacities and characteristics required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Provide Access Control and Alarm Monitoring System's equipment and components including, but not limited to, the following materials or approved equal from other manufacturers:
  - 2. Access Control Software..... Lenel, Bosch Systems
  - 3. Cameras and alarms – BOSCH
- C. Contractors MUST have on staff a factory certified Lenel System Programmer to both program the system and train county staff.

**2.02 SYSTEM OVERVIEW**

- A. The software package shall be used in conjunction with the 3300 ISC range of intelligent controllers to provide an integrated security management system for access control and alarm monitoring.
- B. The software shall be used with Windows 7 or 8 and compatible with Windows XP® operating system platforms or optionally, via Internet Explorer, on the Internet or an Intranet. The system will provide a Graphical User Interface that minimizes training needs for inexperienced users.
- C. The Microsoft SQL Server 2008 system database shall provide efficient system management and extensive reporting capabilities supporting an unrestricted number of client connections. The system shall have the capability to easily interface with other systems and packages as it adopts Industry Standard solutions.
- D. Video imaging and Visitor management shall be included as standard. By fully integrating these features, the software shall provide an extremely easy way to customize access control cards by printing an identity badge directly onto the card. The badge design and image capture capabilities combined with the latest technology dye sublimation card printers shall allow the production of an ID badge pass for each card holder or visitor at the time of registration.
- E. An number of additional clients can be installed to suit your system connectivity requirements using Windows 2008 Server networking capability. This shall provide the means for multiple operators to simultaneously administer the system from convenient locations connected via a local area network (LAN) or across a wide area network (WAN) as required.



- F. Relay output modules shall provide contact closures for controlling doors and gates and interfacing to CCTV alarm interfaces and for providing all required logic control functions described under all related sections. Provide relay output modules of sufficient rating, capacity, and quantity to control all required functions.
- G. Provide building graphic submaps with control button icons for all required door control functions and monitoring displays. Program and organize submaps for easy and quick access from any user screens or main building map. No more than a couple of mouse clicks will be required to pull up any of the door control screens. Provide a minimum of ten (10) preprogrammed mode screens for emergency operations.

## 2.03 SYSTEM SPECIFICATION

- A. Software
  - 1. Base Software: 1
  - 2. Additional Clients: Unrestricted
  - 3. Multi - Company Operation: 64
  - 4. Site Codes: 8
  - 5. Readers per System: Unrestricted
  - 6. Holiday Dates: 32
  - 7. Holiday Types: 4
  - 8. Time Code Intervals: 512
  - 9. Time Codes (2 intervals each): 254
  - 10. Intervals per Time Code: 10
  - 11. Hardwired Chains per Client with Chains: 4
  - 12. Hardwired Chains per Comm. Port Client: 16
  - 13. LAN Chains per LAN Port Client: 256
  - 14. Panels per Chain: 32
  - 15. Global In/Out Antipassback Hardwired chains: per Chain
  - 16. Global In/Out Antipassback LAN chains: System wide
- B. Provide the following Software Modules
  - 1. Video Badging and Visitor Management
  - 2. Magnetic Stripe Encoding
  - 3. Smart card Encoding
  - 4. Guard Patrols
  - 5. Muster / Roll call
  - 6. Card Data Import Interface
  - 7. Card Data Export Interface
  - 8. CCTV Switcher and Digital Video Recorder Interface
  - 9. Intercom Control Interface
  - 10. Alarm Panel Interface
  - 11. Dial-Out Alarms Reporting
  - 12. Dial-In Alarms Reporting
  - 13. E-Mail Alarms Reporting
- C. Lenel 3300 Required Features and Functionality
  - 1. On-board high-speed Ethernet 10/100Base-T upstream port provides up to 8 times higher throughput than serial-to-Ethernet converters. DHCP and fixed IP addressing supported.
  - 2. DNS device naming through DHCP extended commands
  - 3. Host dual path communication enabled - on-board Ethernet TCP/IP, direct wire (RS-485, 2-wire multidrop capable), or dialup communications
  - 4. 15 MB of available on-board, non-volatile flash memory
  - 5. Battery-backed, non-volatile storage of 50,000 events
  - 6. Firmware stored in flash memory, background download of firmware updates supported
  - 7. 12 or 24 VDC input power
  - 8. Supports up to 16 different formats (8 card formats and 8 asset formats)
  - 9. Biometric template storage support for Schlage Recognition Systems®, Bioscrypt®, and Identix®
    - Enhanced anti-passback capabilities
    - Up to 32,000 access level permissions
    - 255 holidays with grouping
    - 255 timezones, each with 6 intervals
    - Elevator control support for up to 128 floors
    - Alarm masking
    - Individual extended held open and strike times (ADA required)

- Up to 9-digit user PIN codes
- Status LEDs for heartbeat & battery status, upstream and downstream communication, and memory write status
- Two dedicated inputs for tamper and power failure status
- Advanced Encryption Standard (AES) 128-bit algorithm for communications

#### **2.04 INTELLIGENT SYSTEM CONTROLLER (ISC)**

- A. An Intelligent System Controller (ISC) shall link the system Software to all other field hardware components (Card Readers and Input Control Modules). The ISC shall provide full distributed processing of access control & alarm monitoring operations. Access levels, hardware configurations, and programmed alarm outputs assigned at the administration Owner provided workstations shall be downloaded to the ISC, which shall store this information and function using its high speed, local 32-bit microprocessor. All access granted/denied decisions must be made at the ISC to provide fast responses to card reader transactions. A fully configured ISC shall require less than one-half (0.5) seconds to grant access to an authorized cardholder or deny access to an unauthorized cardholder.
- B. The system Access Control Field Hardware shall provide a network based ISC. The network ISC shall be a 10 MB Ethernet based panel that has the capability to reside on a local area network (LAN) or wide area network (WAN) without connectivity to a PC serial port. The ISC shall utilize an off the shelf network connectivity device to deliver this functionality. Network based Intelligent System Controllers shall be able to communicate back with the database server through industry standard switches and routers and shall not have to be on the same subnet.
- C. The ISC is required to continue to function normally (stand-alone) in the event that it loses communication with the system software. While in this off-line state, the ISC is required to make access granted/denied decisions and maintain a log of the events that have occurred. Events shall be stored in local memory, and then uploaded automatically to the system database after communication has been restored.
- D. The ISC must contain the following features:
1. UL 294, ULC, and CE Certified
  2. Support for Host Communications Speed of 38,400 bps
  3. Support for Direct Connect, Remote Dial Up, or Local Area Network (LAN) Connection
  4. Support for up to 512 KB of On-Board Memory
  5. LAN Support shall utilize RJ45 (10/100baseT) Ethernet Interface or Token Ring 4 MB connectivity
  6. Flash Memory for real time program updates and overall host communications
  7. Support for Two 2 wire downstream ports or one 4 wire downstream ports
  8. Memory storage of up to 12,500 cardholders
  9. Base ISC with standard memory download from the system shall require no more than ten (10) minutes
  10. Downstream ports shall be for connecting card readers and data gathering panels via RS-485 multi-drop wiring configuration
  11. Support for up to 16 devices consisting of Reader Interface Modules, Input Control Modules, and Output Control Modules in any combination desired with a maximum of 16 ICMs per ISC
  12. Support of multiple card technologies
  13. Supervised Communications between ISC and system Software
  14. Multi – drop support for up to eight ISCs per system communications port
  15. Support of up to eight card formats and facility codes
  16. RS-485 Full Duplex, UL 1076 Grade AA communication channel to the system head-end
  17. Integration to other manufacturer's card readers
  18. Uninterruptible Power Supply (UPS) with battery backup
  19. 32-bit Microprocessor
  20. An ISC downstream serial port shall multi-drop 16 access control field hardware devices using an RS-485 UL 1076 Grade A communication format allowing a distance of 4,000 feet using Belden 9842 cable or equivalent
  21. 12 VAC or 12 VDC input power
  22. Issue Code Support for both Magnetic and Wiegand Card Formats
  23. Individual Shunt Times (ADA Requirement)
  24. Up to Nine Digit PIN Codes
  25. Downstream serial RS-232 device support
  26. Status LEDs for normal component and communication status

#### **2.05 INPUT CONTROL MODULE (ICM)**

- A. The Input Control Module shall monitor all system alarm inputs.
1. Grade AA Inputs

- a. The Input Control Module must provide Grade AA alarm input zones to monitor and report line fault conditions, alarm conditions, power faults and tampers. When an alarm input is activated, the associated alarm condition shall be reported to the ISC and subsequently to a system alarm monitoring Owner provided workstations.
  - b. Status LEDs shall provide information about the sixteen alarm zone inputs, cabinet tamper, and power fault. For each status LED, a slow flash shall imply a "No Alarm" condition, a fast flash shall indicate an "Alarm Condition", and a steady LED shall indicate a "Circuit Fault" (open, short, ground).
- B. The Input Control Modules must also be able to operate independently and in conjunction with Output Control Modules (OCM), which will send an output signal to a corresponding output device upon alarm input activation. Once an alarm has been received, the Input Control Module shall activate any or all alarm outputs within the Output Control Module. The Output Control Module shall provide 16 Form C outputs rated at 5A @ 30VDC. Upon an alarm input from the Input Control Module, the Output Control Module shall transmit an activating signal to a corresponding output device.
- C. ICMs shall be connected to an available ISC using RS-485 cabling. Diagnostic LEDs shall indicate ISC communication, input zone scanning, and Input Control Module heartbeat.
- D. The ICM must contain the following features:
- 1. UL 294, ULC, and CE Certified
  - 2. Alarm contact status scanning at up to 180 times per second for each zone
  - 3. Eight configuration DIP switches to assign unit addresses and communications speed
  - 4. A low power CMOS microprocessor
  - 5. Filtered data for noise rejection to prevent false alarms
  - 6. Up to 16 Grade B, A, or AA Supervised Inputs in any Combination
  - 7. 12 VAC or 12 VDC Input Power
  - 8. 2 Form C Contacts for load switching
  - 9. 2 dedicated inputs for tamper and power status

## **2.06 OUTPUT CONTROL MODULE (OCM)**

- A. The Output Control Module shall incorporate Output Relays that are capable of controlling a corresponding output device upon any input activation or on command from the system.
- B. Output relays shall be capable of responding to:
- 1. Input alarms from a within the same ISC.
  - 2. Commands from a System Operator.
  - 3. Time zone control commands for automatic operation.
- C. Output relays shall be capable of:
- 1. Pulsing for a predetermined duration. Duration shall be programmable for each relay individually.
  - 2. "Following" any input point an ICM attached to the same ISC (on with alarm, off when clear, or as required).
  - 3. Responding on command from the System Operator to pulse, command on, command off, or reset to normal state.
- D. Each OCM shall provide Form C relays rated at 5A @ 30 VDC. The OCM shall control the relays by digital communication. Upon an input from the ICM or command from the System Operator, the ICM shall transmit an activating signal to a corresponding relay. The OCM shall be UL 294 and CE Certified.

## **2.07 DUAL READER INTERFACE MODULE (DRIM)**

- A. The dual Reader Interface Module shall provide an interface between the ISC and card readers. The dual Reader Interface Module must operate with any card reader that produces a standard Wiegand (Data 1 / Data 0 or Clock and Data) communication output. As with other card reader types listed above, a single ISC shall be able to multi-drop as Dual Reader Interface Modules.
- B. DRIM's shall be connected to each port on the ISC. The SRI shall monitor on a per door basis, door position, exit push button, and two auxiliary alarm inputs. It shall also control the electric strike and provide two auxiliary relay outputs.
- C. The DRIM shall support up to eight unique card formats.
- D. The DRIM shall support an integrated card reader/keypad and shall support three access modes upon loss of communication with the ISC; locked, unlocked, and facility code.
- E. The DRIM shall offer the following features:
- 1. UL 294, ULC, and CE Certified
  - 2. 12VDC Power
  - 3. Support for up to eight Magnetic and Wiegand Card formats
  - 4. Support for Clock/Data and Data1/Data0 Wiegand Communications
  - 5. 2 Programmable Inputs and 2 Programmable Relay Outputs Per Reader

## **2.08 FIELD HARDWARE POWER SUPPLIES**

- A. Power Supplies for field hardware shall be designed specifically for the system equipment installed. These power supplies shall be regulated, isolated versions for the ISC, ICM, Card Readers and other equipment. Each version shall be available in UPS with battery back-up and non-UPS models. All power supplies shall be housed in locked enclosures that also allow mounting space for the DRIM, ICM, SRI, DRI or other device/panel required.

## **2.09 STAR CONFIGURATION SPLITTER**

- A. The system shall support a star configuration splitter that shall expand a single ISC communications port into eight 2 wire or four 4 wire RS-485 communications ports to be used in a star configuration. All outgoing data shall be broadcast on all eight ports.

## **2.10 PROXIMITY CARD READER**

- A. The card reader reads the encoded data from the access card and transmits the data back to the host panel, giving an audible and visual indication of a properly read card.

## **2.11 PROXIMITY CARDS**

- A. The proximity card shall be an RF programmable smart card with customer-specified ID numbers.

## **2.121 SOURCE QUALITY CONTROL**

- A. Ensure that all systems are tested before they are shipped to the jobsite.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. Comply with manufacturer's recommendations, procedures and standards for the assembly and operation of the Access Control system. Wire to wire-nut leads, terminal strips, connector plugs, or other termination methods equally acceptable to the Owner.
- B. All door hardware field conductors are classified as Class-1 wiring, and their conduits shall only be routed to the designated Class-1 gutter. All other field device conductors under other Sections are classified as Class-2 wiring, unless otherwise noted, and their conduits shall only be routed to the designated Class-2 gutter.
- C. Provide sufficient quantity of power supplies of CEC, Class 2 capacity, to power all door monitoring switches, and dry contact interfaces between relay output modules and their associated equipment. Furnish power supplies with over voltage and short circuit protection.
- D. Install and adjust components permanently with proper alignment, sufficient ventilation and cooling, and adequate access for maintenance. Layout cabinet with consideration given to equipment placement so that card access controller and modules are not place near or immediately over power supplies. Data equipment shall be located away from interference sources. Heavy and bulky equipment shall be located at the bottom of the cabinet. Terminals shall be located at a height that shall be convenient for maintenance personnel to use. All card readers must be mounted to meet current ADA standards.
- E. Mount individual components to removable rear panels in access control cabinets or field interface panels using DIN rails, snap track or stand off-mounted PC boards, or properly sized mounting hardware.
- F. Provide relay output modules and interposing relays for gate control of sufficient rating, capacity, and quantity to control all required functions. Relay output modules shall provide contact closures for controlling electric door hardware.
- G. Provide standby batteries with minimum 24 hour back-up and battery chargers for the card access main controller, the card access interface modules, and the field interface panels. The card access host computer/CPU and workstation terminal shall be powered by the security UPS system.
- H. All exposed wire runs will be installed in EMT conduits and or wire mold or a cable management system in an unobtrusive, straight and level vertical and horizontal installation. Cable management installations shall be installed in a neat and clean logical manner that is pleasing to County's expectations, and does not draw attention to its installation. EMT, wire mold, or means of wire conveyance should be as closely matched as possible to existing wall, room, or area color/s.

### **3.02 TESTING PROCEDURES**

- A. After installation of the Access Control system's equipment, and prior to point-by-point performance testing, functionally test all card readers, locks, strikes, door monitoring switches and other hardware interconnections, and all interfaces to other systems, including video surveillance alarm functions. Fully coordinate with door hardware suppliers to adjust all magnetic switches, limit switches and all other door hardware components for proper operation.

1. Initial Performance Testing:
  - a. Perform a thorough, device-by-device operational test including system integration to all related systems and interfaces. Demonstrate system operations and performance in accordance with Owner's requirements and all previous Owner's review comments. Demonstrate complete functionality of all controls, door alarms, and other system functions.
  - b. If test results are not in compliance with requirements, make necessary changes, corrections, repairs or adjustments at no additional cost and arrange for another point-by-point performance test. This process shall continue until the systems are acceptable to the Owner.

### **3.03 TRAINING**

- A. Provide (8) hours of training to staff at each location where the systems are installed.

### **3.04 WARRANTY**

- A. Warranty: Contractor shall warranty all labor provided and manufacturer's warranty on installed equipment and systems for two (2) years from beneficial use date. Items will be covered in full for manufacturer warrantied materials and labor for devices provided and installed by Contractor only. Contractor will, at the manufacturer's discretion, replace or repair any equipment determined to be defective. Warranty exceptions: Any device or system modification performed by others or designated subcontractor will void warranty, as well as Acts of Nature, vandalism, or misuse of system device(s). Liability is limited to repair and/or replacement of equipment installed by Contractor.
- B. Warranty Support:
  1. Critical Issue Support- 7/24, with a 4 hour response time. Contractor shall provide as required, either on-site or remote diagnostics, for any catastrophic system failures or perimeter device serviced issues.
  2. Non-Critical Issue Support may be provided Next business day by Contractor.

### **4.00 INDIVIDUAL PROJECT SCOPES/MATERIALS**

#### **4.01 County Center III Project Scope**

Project Scope: Contractor will provide necessary components and labor, at Prevailing Wage, to meet the objective of a new access control system with readers, alarm components and panel including arming/disarming via card reader, plus interior video cameras and recording. Contractor will furnish and install a new Lenel 3300 Intelligent System Controller, Lenel 1320 dual reader interface modules, enclosure(s), 12V & 24V DC low voltage power supplies with back-up batteries, all located in the Telecom Room A127. Using Map Designer in the OnGuard software. Contractor shall import copies of the floor plans and set up the system them up to show alarm events in Alarm Monitoring. Also program the ability to click/tap on the door icons and lock or unlock the door and for camera call-up.

Contractor will furnish and install one (1) new Bosch alarm panel with necessary enclosure, control module, expansion modules, power transformer, battery and phone cord, also located in Telecom Room A127. Contractor will provide a total of sixteen (16) proximity card readers, two (2) of which will work as arming/disarming card readers (B104, B117), for fourteen (14) card access reader doors. Each of these new reader doors will receive recessed magnetic contact(s), request-to-exit device plus electric lock hardware with power transfer hinge. The three (3) perimeter card reader doors will receive double pole, double throw magnetic contacts to enable connection of same to both the access control and alarm system. These fourteen (14) reader doors shall be located at:

- A108, B104 and B117 (perimeter doors)
- B106, B107, B108, B109, B110, B111, B112, B113, B114, B115, B116 (interior doors)

Contractor will furnish and install HES 8300 series electric strikes on all doors with cylindrical locksets. Contractor will furnish and install HES 9600 series electric strikes where applicable. Contractor will furnish and install HID RP40 (or RP15 where applicable) multiCLASS readers at each new controlled door and alarm key pad. Contractor will install the card readers at a height that meets ADA requirements.

Contractor will furnish and install seven (7) ceiling mounted panoramic motion detectors located in Rooms A134 (2), B101, B102, B105, B106, and B110. Contractor will furnish and install all required low voltage plenum wire, home run from each field device to either the access control panel or alarm panel in the Telecom Room A127.

Contractor will furnish and install three (3) interior IP, minimum one megapixel with low light technology, minidome cameras. Two (2) to be located in the Reception Area B105 and one (1) located in the Hall Area A126. These will be wired back to a new Contractor provided 8-port PoE switch and network video recorder

server (NVR) with necessary camera channel licenses and enough memory to record for a minimum of ninety (90) days before overwriting the existing footage. Contractor will set the cameras to record on motion. Contractor will confirm camera field of view with the County Project Manager prior to installation.

Contractor will provide NOT install two (2) additional cameras, two (2) (of each kind) additional electric strikes, two (2) (of each kind) additional multiCLASS card readers and one (1) additional Lenel 1320 door controllers to be used for spare parts.

Upon completion, Contractor program and test all devices and cameras for proper functionality.

Contractor will also supply line item pricing for the following options:

- Option #1-Bosch Alarm Panel Interface: Contractor will provide Lenel software option and Bosch interface module to enable cross communication between the access control system and the alarm system.
- Option #2-Lenel Email Notification: Contractor will enable client programming (Lenel PRO system) to provide email notification of desired alarms.

Warranty: Contractor shall warranty all labor provided and manufacturer's warranty on installed equipment and systems for two (2) years from beneficial use date. Items will be covered in full for manufacturer warrantied materials and labor for devices provided and installed by Contractor only. Contractor will, at the manufacturer's discretion, replace or repair any equipment determined to be defective. Warranty exceptions: Any device or system modification performed by others or designated subcontractor will void warranty, as well as Acts of Nature, vandalism, or misuse of system device(s). Liability is limited to repair and/or replacement of equipment installed by Contractor.

Warranty Support: Critical Issue Support- 7/24, with a 4 hour response time. Contractor shall provide as required, either on-site or remote diagnostics, for any catastrophic system failures or perimeter device serviced issues. Non-Critical Issue Support may be provided Next business day by Contractor.

#### **4.02 BHRS PROJECT SCOPE**

Project Scope: Contractor will provide necessary components and labor to meet the objective of providing additional access control readers. All labor is to be charged at Prevailing Wage. Contractor will furnish and install a new Lenel access controller to replace the existing unit thereby allowing the capacity increase to accommodate the additional readers, utilizing the existing enclosure and other control components. Contractor will furnish and install one (1) new 24V DC power supply with back-up batteries, plus one (1) new Lenel dual reader interface module, to be located in the existing IDF/Office Room. Contractor will provide two (2) new HID RP40 MULTI CLASS proximity card readers, located one (1) each at the Entry single door (North) and the Exit single door (South). Each of the new reader doors will have installed a double pole, double throw\* surface mounted magnetic contact, request-to-exit device, plus electric lock hardware (cylindrical lock with power transfer hinge or door cord, plus door coring). Contractor will provide any necessary surface mounted ivory Wiremold plus all required low voltage plenum wire, home run from each field device to the access control equipment in the IDF/Office Room. \*This device will allow new contact to maintain present connectivity to existing alarm system and provide new connectivity to access control system.

Upon completion, contractor will program and test all devices for proper functionality.

Project Schedule: All work will be performed during normal business hours. Monday thru Friday 8am to 5pm.

Warranty: Contractor shall warranty all labor provided and manufacturer's warranty on installed equipment and systems for two (2) years from beneficial use date. Items will be covered in full for manufacturer warrantied materials and labor for devices provided and installed by Contractor only. Contractor will, at the manufacturer's discretion, replace or repair any equipment determined to be defective.

Warranty exceptions: Any device or system modification performed by non-Contractor personnel or designated subcontractor will void warranty, as well as Acts of Nature, vandalism, or misuse of system device(s). Liability is limited to repair and/or replacement of equipment installed by Contractor.

Warranty Support: Critical Issue Support- 7/24, with a 4 hour response time. Contractor shall provide as required, either on-site or remote diagnostics, for any catastrophic system failures or perimeter device serviced issues.

#### 4.03 HARVEST HALL PROJECT SCOPE

Project Scope: Contractor will provide all necessary components and labor at Prevailing Wage rates to meet the objective of a new Lenel Access Control System (LACS) with readers, alarm components and panel including arming/disarming via card reader when a valid card is read.

Contractor will furnish and install a new Lenel-3300 Intelligent System Controller (ISC), HID RP40 (RP15 where applicable) MultiCLASS readers, Lenel-1320 dual reader interface modules, enclosure(s), 12V & 24V DC low voltage power supplies with back-up batteries, all located in Room F. Contractor will integrate the new LACS into the County's existing system so it communicates with the existing Lenel server at the SBT office at 801 11<sup>th</sup> St. County will provide one (1) dedicated 20amp circuit and whip for Contractor to use for power. County will provide a programming station for the LACS, data drop for the alarm system and IT support required to allow signals from the Alarm Control Panel to and from the Internet.

Contractor will furnish and install one (1) new Bosch alarm panel with necessary enclosure, control module, expansion modules, power transformer and battery and phone cord, to be located in TEL Room. Contractor will Provide Three (3) HID MultiCLASS readers to work as arming/disarming card readers (B-E and G) for the Alarm system and be mounted just below the Alarm keypads. Contractor shall include one (1) year of monitoring as part of their proposal. Contractor will program the alarm system to Auto Arm at a specified per the County's written instructions. Contractor will install DPDT, hardwired, recessed door contacts on all perimeter doors to interface with the LACS for door status. Contractor will install motion detectors in rooms A-B-C-D-E and G. Contractor will also install Glass Break Detectors in rooms A-D and G.

All exposed wire runs will be installed in EMT conduits and or wire mold or a cable management system in an unobtrusive, straight and level vertical and horizontal installation. Cable management installations shall be installed in a neat and clean logical manner that is pleasing to County's expectations, and does not draw attention to its installation. EMT, wire mold, or means of wire conveyance should be as closely matched as possible to existing wall, room, or area color/s. Contractor shall provide cut-sheet information that is not specified in this document with their proposal.

Contractor will provide a total of eleven (11) proximity card readers, three (3) of which will be used to arm and disarm the alarm system (B-D and E). Each of the eight (8) new reader doors will receive recessed DPDT, hardwired, recessed magnetic contact(s) (or surface mounted if necessary), request-to-exit device plus electric lock hardware with power transfer hinge or door loop where applicable. Contractor shall provide and install a HES 8500 series electric strike in Bldg. B on the kitchen door. These eleven (11) readers shall be located at:

- Bldg. A North side double doors.
- Bldg. B North side double doors and the South West wall near the Kitchen for the alarm.
- Bldg. B Kitchen South side single door. The HES 8500 series electric strike it to be used on this door.
- Bldg. C North side double doors.
- Bldg. D South side double doors.
- Bldg. E south side double doors exterior and interior for the alarm.
- Bldg. F south side double doors.
- Bldg. G south side double doors exterior and interior for the alarm.

Using Map Designer in the OnGuard software, Contractor shall import copies of the floor plans and set up the system them up to show alarm events in Alarm Monitoring. Also program the ability to click/tap on the door icons and lock or unlock the door and for camera cll up.

Contractor shall provide, NOT install, two (2) (of each kind used) HID MultiCLASS readers, one (1) Altronix AL600ULXB power supply, one (1) Lenel-1320 door controller, one (1) HES 8500 series electric strike, two (2) DPDT door contacts and one request to exit (REX) device to be used as spare parts.

Upon completion, Contractor will program and test all devices for proper functionality. Contractor will also supply a detailed set of AS-Built drawings showing the locations of all ACS and alarm system components within thirty (30) days after the completion of the project.

Warranty: Contractor shall warranty all labor provided and manufacturer's warranty on installed equipment and systems for two (2) years from beneficial use date. Items will be covered in full for manufacturer warrantied materials and labor for devices provided and installed by Contractor only. Contractor will, at the manufacturer's discretion, replace or repair any equipment determined to be defective.

Warranty exceptions: Any device or system modification performed by non-Contractor personnel or designated subcontractor will void warranty, as well as Acts of Nature, vandalism, or misuse of system device(s). Liability is limited to repair and/or replacement of equipment installed by Contractor.

Warranty Support: Critical Issue Support- 7/24, with a 4 hour response time. Contractor shall provide as required, either on-site or remote diagnostics, for any catastrophic system failures or perimeter device serviced issues.

#### 4.04 CSA Project Scope

Project Scope: Contractor will provide necessary components and labor, at Prevailing Wage rates, to meet the objective of providing additional access control readers. Contractor will provide the new Lenel-1320 dual reader interface modules to interface with the existing client Lenel 2000 Intelligent System Controller panels located in the A2.034 Telephone room in POD A and in the Telephone room in POD D. Contractor will provide a total of ten (10) HID RP40 (RP15 where applicable) MultiCLASS proximity card readers, with each of the new reader doors receiving a recessed or surface mounted magnetic contact, request-to-exit device, plus electric lock hardware (electric strikes) HES 9600 for the rim exit devices and HES 8300 for the cylindrical locks. Contractor shall home run each device to the appropriate Telephone room. Contractor will install one (1) of the ten readers in the elevator cab in POD A. These ten (10) readers shall be located at:

- POD A:
  - New tenant improvement in the lobby (it has an existing RGI electric strike)
  - New tenant improvement on the door between conference room 39A and 183A (it has an existing RGI electric strike)
  - Elevator cab
  - Stairwell door next to the elevator cab
  - Hallway door between 156A and 137A
  - Hallway door between 167A and 162A
- POD D:
  - Copy Room Area 63 single interior door
  - Single interior door adjacent to Telephone Room (HES 8300)
  - (2) Single perimeter/exterior door in File Room (HES 9600)
  - Contractor shall provide NOT install two (2) HID RP40 MultiCLASS readers, one (1) HID RP15 MultiCLASS reader, two (2) request to exit (REX) devices, two (2) HES 8300 series strikes, one (1) HES 9600 strike, one (1) LENEL-1320 door controller and two (2) door contacts.

Warranty: Contractor shall warranty all labor provided and manufacturer's warranty on installed equipment and systems for two (2) years from beneficial use date. Items will be covered in full for manufacturer warrantied materials and labor for devices provided and installed by Contractor only. Contractor will, at the manufacturer's discretion, replace or repair any equipment determined to be defective.

Warranty exceptions: Any device or system modification performed by non-Contractor personnel or designated subcontractor will void warranty, as well as Acts of Nature, vandalism, or misuse of system device(s). Liability is limited to repair and/or replacement of equipment installed by Contractor.

Warranty Support: Critical Issue Support- 7/24, with a 4 hour response time. Contractor shall provide as required, either on-site or remote diagnostics, for any catastrophic system failures or perimeter device serviced issues.

#### 4.05 Addenda: Addendum No. 1 and Addendum No. 2 to Bid 14-30 MP are incorporated herein by reference.

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**2.00 GENERAL CONDITIONS.**

**2.01 OWNER.** The term "Owner", where used herein, shall mean the County of Stanislaus, a political subdivision of the State of California.

**2.02 BOARD.** The term "Board", where used herein, shall mean the Stanislaus County Purchasing Division of the County of Stanislaus, California.

**2.03 ENGINEER.** The Director of Public Works shall supervise and be responsible for the work, and whenever the word "Director" or the word "Engineer" is used herein, it shall mean the Director of the Department of Public Works of the County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**2.04 CONTRACTOR.** The term "Contractor", where used herein, shall mean the Contractor to whom the contract for the work described and specified herein has been awarded to by the Board.

**2.05 SUBCONTRACTOR.** The term "Subcontractor", where used herein, includes only those having a direct contract with the Contractor for the work or portion of the work described and specified herein.

**2.06 WORK.** The term "Work", where used herein, includes all labor, materials and any necessary equipment required for complete performance of the contract.

**2.07 CONTRACT DOCUMENTS.** The term "Contract Documents", where used herein, includes the following: The Notice to Bidders, the Instructions to Bidders, the General Conditions, the plans and specifications, the bid, the Agreement, the general bond and insurance certificates. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

**2.08 DOCUMENT CLARITY.** The Contractor's attention is directed Government Code section 27361.7, which requires that documents will reproduce readable photographic record:

Whenever the text of a document presented for record may be made out but is not sufficiently legible to reproduce a readable photographic record, the recorder may require the person presenting it for record to substitute a legible original document or to prepare a legible copy of the first document by handwriting or typewriting and attach the same to the original as a part of the document for making the permanent photographic record. The handwritten or typewritten legible copy shall be certified by the party creating the copy under penalty of perjury as being a true copy of the original. As used in this section, the word "text" includes the notary seal, certificates, and other appendages thereto.

**2.09 COMPLETE CONTRACT.** The complete contract consists of all of the contract documents.

**2.10 PLANS AND SPECIFICATIONS.** The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of any kind, whether general, detailed or otherwise, relating to the labor, equipment, material or work in the installation thereof, and the plans and drawings, if any, accompanying same which are made a part hereof.

**2.11 AGREEMENT.** The Contractor to whom the work is awarded shall, within eight days after receipt of the contract documents as mailed by the Department of Public Works, enter into an agreement with the owner. The form of agreement is attached herein and made a part of these General Conditions.

**2.12 MATERIAL, LABOR, EQUIPMENT AND OTHER FACILITIES.** Unless otherwise provided, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the work.

**2.13 PERMITS AND LICENSES.** All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, except those secured by Owner and so noted.

**2.14 INSPECTION OF WORK.** A representative of the Owner shall, at all times, have access to the work and the Contractor shall provide proper facilities for such access and for inspection. The Contractor's attention is directed to Government Code Section 1126 and Stanislaus County Department of Public Works regulations wherein the Owner's representative is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value or use of equipment or facilities, and agrees to abide by the section and regulations.

**2.15 BONDS.** The Contractor shall furnish and deliver to the Board a surety bond in the amount equal to one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract. Such surety bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California and approved by the Board. All participating signatures on the bonds shall be notarized.

**2.16 INSURANCE.**

**2.16.1 Scope of Coverage.** Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

(a) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form which uses a general aggregate limit, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Fire Insurance. Builder's Risk Fire Insurance, including Extended Coverage and Vandalism and Malicious Mischief endorsements, jointly in the name of the Owner and the Contractor, such insurance at all times to be of sufficient amount to cover fully all loss or damage to the work under this agreement, resulting from fire and perils covered by the above-referenced endorsements, with limits of not less than one hundred percent of the contract price.

(c) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(d) Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

**2.16.2 Deductibles, Self-insured Retentions and Named Insureds.** Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by Owner. At the option of the Owner, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash or letter of credit guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses.

**2.16.3 Additional Insured.** The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the Owner and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the Owner and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

**2.16.4 Primary Insurance.** The Contractor's insurance coverage shall be primary insurance regarding the Owner and Owner's officers, officials and employees. Any insurance or self-insurance maintained by the Owner or Owner's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

**2.16.5 Compliance.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner or its officers, officials, employees or volunteers.

**2.16.6 Application of Insurance.** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2.16.7 Notice of Cancellation.** Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner.

**2.16.8 Acceptability of Insurers.** Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII.

**2.16.9 Subcontractors.** Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

**2.16.10 Verification of Coverage.** At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

**2.16.11 Limitation of Liability.** The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

## **2.17 DEFENSE AND INDEMNIFICATION.**

**2.17.1 Contractor Indemnification.** Contractor and its officers, employees, agents, representatives or subcontractors shall defend, indemnify and hold harmless the Owner and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with the performance of this Agreement by Contractor or Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the Owner and its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part, directly or indirectly, by any act or omission of the Contractor and its officers, employees, agents, representatives, subcontractors, suppliers or anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable.

**2.17.2 Effect of Insurance.** Contractor's obligation to defend, indemnify and hold the Owner and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

**2.17.3 Owner Indemnification.** To the extent permitted by law, the Owner shall defend, indemnify and hold harmless Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the active negligence or wrongful acts of Owner and its officers or employees.

**2.18 ASSIGNMENT OF CONTRACT.** The Contractor shall not assign the contract or sublet it as a whole without written consent of the owner, nor shall the Contractor assign any monies due or to become due to him hereunder without the written consent of the Owner.

**2.19 EIGHT-HOUR DAY.** The time of service of any laborer, workman, or mechanic employed upon any of the work herein specified is limited and restricted to eight (8) hours during any one calendar day, and 40 hours during any one calendar week, except that work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day and not less than one and one-half (1-1/2) times the basic rate of pay.

The Contractor shall forfeit, as a penalty to the owner \$25.00 for each laborer, workman or mechanic employed in the execution of this contract by him or by any subcontractor under him, upon any public work herein

specified for each calendar day or week during which any laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and said sums and amount which shall have been so forfeited pursuant to this paragraph and said provisions of said Labor Code shall be withheld and retained from payment due to the Contractor under this contract, pursuant to this contract and the said terms of said Code; but no sums shall be so withheld, retained, or forfeited except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Department of Industrial Relations or by said Board.

**2.20 PREVAILING WAGES.** The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the County of Stanislaus, \$25.00 for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of the contract. The Contractor is required to post a copy of these prevailing wage rates on the job site.

The Owner will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the Owner on the contract.

**2.21 PAYROLLS AND BASIC RECORDS.** The Contractor shall meet the requirements of Section 7-1.01A(3), "Payroll Records", of the State of California Standard Specifications. The Contractor shall be responsible for compliance by his subcontractors.

**2.22 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each bid shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. A sheet for listing the subcontractors, as required herein, is included in the Bid. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractor or by making unauthorized substitutions.

**2.23 STANDARD SPECIFICATIONS AND CODES.** All work herein specified shall be performed in accordance with applicable sections of the following Standard Specifications or Codes which are herein named and hereby made a portion of these specifications. In a case of conflict between these specifications and said Standards, these specifications shall be paramount.

Stanislaus County Code Title 16, Chap. 16.05 (Uniform Building Code, 1994 Edition)  
Stanislaus County Code Title 16, Chap. 16.10 (Uniform Plumbing Code, 1994 Edition)  
Stanislaus County Code Title 16, Chap. 16.15 (National Electric Code, 1993 Edition)  
Stanislaus County Code Title 16, Chap. 16.20 (Uniform Mechanical Code, 1994 Edition)  
Standard Specifications, State of California, Department of Transportation (1996)  
Stanislaus County Improvement Standards  
California Building Code (California Code of Regulations, Title 24, Part 2)

**2.24 TAXES.** Any federal, state or city tax payable on articles furnished by the Contractor under the contract shall be included in the contract price paid by the Contractor.

**2.25 TIME FOR COMPLETION AND LIQUIDATED DAMAGES.** The work to be performed on each Project identified in Article V of this Agreement shall be completed within

**"Ninety (90) Working Days"**

from the date of Notice to Proceed issued with respect to each Project. Should the Contractor fail to complete this contract and the work provided for therein within the fixed time for such completion, the parties hereto agree that it

would be impracticable or extremely difficult to fix the actual damage, and therefore agree that the Contractor shall be liable to the Owner and may be assessed by the Owner in the sum of five hundred dollars (\$500.00) per day for each calendar day this contract is delayed beyond the time of completion above agreed upon by failure of the Contractor to complete the contract as specified. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any other claim for damage because of such delay, and shall not be construed as a penalty.

**2.26 PREFERENCES.** Price and quality being equal, preference shall be given by the Contractor to Stanislaus County products.

**2.27 DEFECTS IN WORK.** The Contractor shall be responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising or discovered in any part of this work within one (1) year after the completion and acceptance of the same.

**2.28 DEVIATION FROM PLANS AND SPECIFICATIONS.** No deviation shall be made from the plans and specifications. If the Contractor shall vary from the plans and specifications in the form of quality or in the work or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade or replaced. In the event that the work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

**2.29 BRANDS.** Wherever the name or brand of a manufacturer or an article is specified herein, it is used as a measure of quality and utility or a standard. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Owner in writing and submit samples, if requested. The Contractor shall have 35 days after the award of the contract for submission of data substantiating any such request for substitution of "equal" items. The Owners will then determine whether or not the name brand or article is equal in quality and utility to that specified, and its decision shall be final.

Except in those instances in which the product is designated to match others presently in use, specifications herein calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may furnish any equal material, product, thing or service. The successful bidder shall have thirty-five (35) days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item, pursuant to Section 3400 of the Public Contract Code.

**2.30 NEW MATERIALS.** All materials used in the work shall be new and the best market quality, unless specified or shown otherwise. All labor used on this contract shall be competent and skilled for the work. All work executed under this contract shall be done in the best, most thorough substantial and workmanlike manner. All material and labor shall be subject to the approval of the Engineer as to quality and fitness, and shall be immediately removed if it does not meet with his approval.

**2.31 ABANDONMENT OF WORK.** Should the Contractor abandon the work called for under the plans and specifications and contract documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the work, or if the Contractor willfully violates any of the conditions of the plans and specifications or contract documents, or performs the work in bad faith, the Owner shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the Owner may designate, and the Owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Owner may deem advisable to work at and be used to complete the work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of said work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Owner out of such monies as may be either due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.

In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the Owner on notice to either from the Owner the excess so due.

**2.32 OCCUPANCY OF BUILDING.** The Owner reserves the right to occupy or use any part or parts or the entirety of the building or project upon which the work is to be performed during the performance of the work. The exercising of this right shall in no way constitute an acceptance of such part or parts of the work, nor shall it in any way effect the date and time when the work is to be completed, nor shall it in any way prejudice the Owner's rights in the Contractor any bond guaranteeing the same; this contract is to be deemed completed only when all of the work contracted for shall be duly and properly performed and accepted by the Board.

**2.33 EXTENSION OF TIME.** If it appears to the Contractor that he will not complete the work herein specified in the time agreed, he shall make written application to the Owner at least five (5) calendar days prior to the expiration of the time for completion, stating the reasons why and the amount of extension which he believes he should be granted. The Owner may then, in its discretion, grant or deny such extension.

**2.34 SUSPENSION OF WORK.** Should the Owner, for any cause, authorize a suspension of work, the time of such suspension will be added to the time allowed for completion. Suspension of work by order of the Board shall not be deemed a waiver of the claim of the Owner for damages for non-completion of the work as above required.

**2.35 JUSTIFIABLE DELAYS.** The Contractor shall not be held responsible for delays in the completion of the work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government, whether foreign or domestic, federal or state, and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts or the placing of orders by the Federal government or its authorized agencies or representatives, which are required by law to be given priority, but provided that whenever the Contractor shall claim that delays are due to any or all of the above named cause or causes of delay, request an extension of time in accordance with paragraph 2.31 of these General Conditions, and if the Board finds that such cause or causes of delay exist, it shall grant him an extension of time equal to the delay resulting from such cause or causes, or the Board may at its option, rescind said contract and pay said Contractor for the reasonable value of the work completed and let a new contract for the completion of the remainder of the work herein specified.

**2.36 PATENTS AND ROYALTIES.** If any material, composition, process or any other thing called for or required by the plans and specifications heretofore adopted by the Owner is covered by letter patent, all royalties and expenses thereof, all litigation therefrom, or other things whatsoever which may develop as a cost from the use of such material, composition, process or any other thing which is covered by letter patents shall be borne by the Contractor. The Contractor shall pay all license and/or royalty fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

**2.37 EXAMINATION OF SITE.** The Contractor shall be held to have examined the site, compared it with the drawings and specifications, and to have satisfied himself as to the conditions under which the work is to be performed. No allowance or claims on his behalf will be made for any expense to which he may be put as a result or failure on his part to thoroughly acquaint himself with conditions at the site.

**2.38 DAMAGE TO OTHERS.** The Contractor shall exercise due caution during his operations so as not to damage the property of others or Owner's property not directly involved under the plans and specifications, and shall be responsible for the protection of this property and shall replace any and all such property to its former condition as a result of his failure to provide protection or exercise due caution during his operations.

**2.39 SURVEYS AND GRADES.** The Engineer shall establish permanent type reference monuments or posts for the alignment and elevations of all work. For structures he will provide said monuments for reference data only. For general engineering contracts he shall provide the usual stakes sufficient for construction. The Contractor shall be charged with the responsibility of adequately protecting said stakes and monuments. The Contractor shall be requested to set supplemental posts for detailed construction needs.

**2.40 SHOP DRAWINGS.** The Contractor shall furnish two (2) copies of shop drawings for all steel, miscellaneous iron, electrical and sheet metal work at such time as to cause no delay in his own or other person's work. The Engineer shall, with reasonable promptness, check the drawings, making corrections, and return them for fabrication; two (2) copies of the corrected drawings used for fabrication shall be returned to the Engineer. The drawings shall not relieve the Contractor from any errors made in fabrication or deviation from original plans and specifications unless such deviation has been specifically permitted in writing by the Director of the Department of Public Works.

**2.41 CORRECTION OF WORK AFTER FINAL PAYMENT.** Neither the final certificate nor final payment, nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he shall remedy any defects due thereto and shall pay for any damage or other work resulting therefrom which shall appear within a period of one year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Director of Public Works.

**2.42 CHANGES IN WORK.** The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be performed under the conditions of the contract except that any claim for extension of time caused

thereby shall be adjusted at the time of ordering the change. The Engineer shall have authority to make minor changes not involving extra cost and not inconsistent with the purpose of the project.

The value of such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum;
- (b) By unit prices named in the contract or subsequently agreed upon;
- (c) By cost and percentage and fixed fee.

Should conditions below surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after first observation of conditions.

The amount agreed upon as the value of any extra work resulting from any change order shall constitute full and complete compensation for all overhead, labor, material, tools, and equipment furnished in the performance of work required by that change order. Furthermore, the amount agreed upon as the value of extra work for any change order shall be accepted by the Contractor as full and complete compensation for any and all claims of any nature whatsoever, including, but not limited to, any actual or alleged claims for compensation by Contractor, or any subcontractor of Contractor for delays occasioned by or in any way arising out of stoppage of the work, coordination of the work with others, or processing of that change order.

**2.43 CLEANING UP.** Contractor shall at all times keep the premises free from accumulations of waste material or rubbish as a result of this operation. Upon completion of work he shall remove all rubbish, material and his equipment from the job and shall leave the job site in a "broom clean" or equivalent condition. In case of a dispute regarding this item, the Owner may remove rubbish or material and charge the cost to the several contractors as the authorized representative shall deem just.

**2.44 SUPERVISION.** The Contractor shall, at all times during the working hours of the contract, have a competent foreman or superintendent on the job who shall be authorized to act as an agent of the Contractor. Such agent shall be familiar with the type of work hereunder and be aware of the hazards and the safety rules relating to this particular type of construction. Ignorance or incompetence of a foreman shall be due cause for his removal from the job and cessation of work under this contract until the intent of this paragraph is fulfilled, without recourse by the Contractor for any extension of the time of completion as a result of the removal of such unsatisfactory agent.

**2.45 APPRENTICESHIP STANDARDS.** This contract is subject to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

- (a) When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of fifteen percent (15%) in the 90 days prior to the request for certificate; or
- (b) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (c) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (d) When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

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

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

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

**2.46 ASSIGNMENT OF ANTI-TRUST ACTIONS AND UNFAIR BUSINESS PRACTICE CLAIMS.**

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

**2.47 EQUAL EMPLOYMENT OPPORTUNITY.** Contractor agrees for the duration of this contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County of Stanislaus, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part by the Owner.

**2.48 HANDICAPPED NON-DISCRIMINATION.** This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and all requirements imposed by the applicable office of Revenue Sharing Regulations (31 CFR Part 51) and all guidelines and interpretations issued thereto. In this regard, the Owner and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

**2.49 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM.** In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this contract.

Remedies for willful violation include:



(a) The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party; or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Section 12900, et seq.

(b) For willful violation of this Fair Employment and Housing provision the State or local agency shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State or local agency in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State or local agency may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State or local agency.

**2.50 CONTRACTS WHICH INVOLVE DIGGING TRENCHES OR EXCAVATIONS.** Pursuant to Public Contract Code section 7104, the Contractor is hereby notified as follows:

Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

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

(2) Subsurface or latent physical conditions at the site differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**2.51 ARBITRATION.** The last paragraph in Section 9-1.10, "Arbitration," of the Standard Specifications is amended to read as follows:

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 days after the date of service in person or by mail on the Contractor of the final written decision by the Department on the claim.

**2.52 NOTICE OF POTENTIAL CLAIM.** Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read as follows:

**9-1.04 Notice of Potential Claim.** The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 9-1.04 shall not be a prerequisite as to matters within the scope of the

protest provisions in Section 4-1.03, "Changes," or Section 8-1.06, "Time of Completion," or the notice provisions in Section 5-1.116, "Differing Site Conditions," or Section 8-1.07, "Liquidated Damages," or Section 8-1.10, "Utility and Non-Highway Facilities," nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act (Government Code sections 12650 et seq.). The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 9-1.04 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.

**2.53 FINAL PAYMENT AND CLAIMS.** Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read as follows:

**"9-1.07B Final Payment and Claims.** After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.03, "Changes," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages" 5-1.116, "Differing Site Conditions," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim," unless the Contractor has complied with the notice or protest requirements in said sections.

"On the Contractor's approval, or if he files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, 'Records,' and 9-1.09, "Clerical Errors."

"If the Contractor within said period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

"Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

"The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

"Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

"Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act (Government Code Section 12650 et. seq.), the undersigned, hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated \_\_\_\_\_ /s/ \_\_\_\_\_  
\_\_\_\_\_  
(name) \_\_\_\_\_ of  
(title) \_\_\_\_\_  
(company) \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the State at its discretion.

Any costs or expenses incurred by the State in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

The District Director of the District which administers the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said District Director will review such claims and make

a written recommendation thereon to the District Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

## **2.54 CLAIMS UNDER \$375,000.**

The provision of Article 1.5 (commencing with section 20104) of the Public Contract Code, relating to the resolution of construction Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency are hereby incorporated in this Contract and set forth below.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**