COUNTY OF SANTA BARBARA
GENERAL SERVICES SUPPORT SERVICES
FACILITIES MAINTENANCE DIVISION
1105 SANTA BARBARA STREET
SANTA BARBARA CA 93101

REQUEST FOR PROPOSAL (RFP)
# 012006

For
JANITORIAL SERVICES
(North County Area)

Issued: March 3rd, 4th and 5th, 2006
Due: April 7, 2006
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SECTION 1.0 GENERAL INFORMATION AND SCOPE OF WORK

1.1 Introduction/Purpose

The County of Santa Barbara (hereinafter referred to as County) invites your organization to submit a written proposal to provide JANITORIAL SERVICES at various locations listed in Exhibit I.

Contractor will furnish all labor, uniforms, identification badges, materials, equipment, transportation, supervision, and management, unless otherwise specified herein, required to provide Janitorial Services in accordance with all terms and conditions of this RFP. Offeror(s) shall be skilled and regularly engaged in the general class or type of work called for in this solicitation document.

Proposals shall be due no later than 2:00pm, April 7, 2006.

1.2 Pre-proposal Conference and Job Site Walk-Thru

A One time MANDATORY pre-proposal conference will be held on March 13, 2006 at the Lompoc Administration Building located at 401 East Cypress Avenue, first floor conference room. Job Site Walk-Thru will take place right after this conference is estimated to take place over two (2) consecutive days, with a third only if needed. It is mandatory that any vendor wishing to place a bid on this contract attend every day of the walk-thru of county facilities.

The purpose of this meeting is to clarify requirements, answer RFP packet questions and announce the date and time for job site walk-thru. In no event will failure to inspect the site constitute grounds for a claim after contract award.

1.3 Action Dates

The following is an outline of the anticipated schedule for the proposal review and contract award. Schedule is subject to change:

- Mandatory Pre-Proposal Conference: March 13, 2006
- Mandatory Walk-thru of facilities: March 13th and 14th, 2006
  (Wednesday, March 15th will be added if needed)
- Pre-Proposal Questions due: March 24, 2006
- Proposals due: April 7, 2006
- Evaluation-Award of Contract: TBA
- Start Work: July 1, 2006
The Contractor shall not commence work until a meeting between representatives of the Contractor and the County of Santa Barbara is held. The meeting will be held at a County of Santa Barbara site, at a time and date to be established upon award of contract.

1.4 Questions Regarding RFP

Pre-proposal questions should be emailed, no later than 5:00 PM on March 24, 2006 to Tlothery@co.santa-barbara.ca.us.
SECTION 2.0 INSTRUCTION TO OFFERORS/RULES GOVERNING COMPETITION

2.1 Submittal Deadline

Completed proposals should be sealed and clearly marked: Request for Proposal #012006 for Janitorial Services and must be delivered no later than April 7, 2006.

County of Santa Barbara
General Services, Facilities
1105 Santa Barbara Street
Santa Barbara, Ca., 93101
Attention: Traci Lothery

Please submit one original, marked as “MASTER” and three [3] identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found below.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offeror(s) are responsible for making certain their proposals are received by General Services, Facilities on or before the Proposal Submittal Deadline. The receiving time in General Services, Facilities (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

Proposals can not be changed or modified after the date and time designated for receipt.

2.2 Proposal Response

Offerer(s) must bid on both locations (Lompoc/Solvang/Buellton facilities and Santa Maria facilities) but only need to give a combined total if it differs from the sum of the two. The County reserves the right to award this contract to two separate vendors or one vendor to cover all locations. See Bid Form, Exhibit II.

Offeror(s) must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offeror(s) should keep copies of their submittals for future reference.

Offeror(s) who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating “No Proposal”. Include name and address of firm.

Offeror(s) who fail to respond to proposal solicitations may be removed from the supplier mailing list.
2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror’s authorized representative, executed and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offeror(s) may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the Offerors authorized agent.

2.4 Opening of Proposals

Proposals will not be opened publicly but a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of Intent to Award.

2.5 Examination of the Request for Proposal

Offeror(s) should carefully examine the entire RFP, any addenda thereto and all related materials and data referenced herein or otherwise available to Offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this County. The failure or omission to examine any form, instrument or document shall in no way relieve Offeror(s) from any obligation with respect to this proposal.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for 90 calendar days from the due date unless otherwise qualified.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the Offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror’s ability to provide the services that can best satisfy the requirements herein and the needs of the County. Elaborate or unnecessarily lengthy documents are discouraged.

Emphasis should be concentrated on conformance to the County’s instructions, responsiveness to the County requirements and on completeness and clarity of content.
In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and 3 (three) copies of your proposal. To conserve resources we ask that proposals be duplexed when possible.

a. **Cover Letter/Signature on Proposal**

   A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind Offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

   The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title, address, telephone number, fax number and email address.

b. **Company Profile and Qualifications**

   Offeror must provide a company profile. Information provided shall include:

   a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
   b. Location of the company offices.
   c. Location of the office servicing any California account(s).
   d. Number of employees both locally and nationally.
   e. Location(s) from which employees will be assigned.
   f. Name, address and telephone number of the Offeror point of contact for a contract resulting from this RFP.
   g. Company background/history and a brief explanation of why the Offeror is qualified to provide the services described in this RFP.
   h. Length of time Offeror has been providing services described in this RFP. Please provide a brief description.
   i. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
   j. Offeror’s policy requiring a background check on all new hires as well as random drug testing during the term of employment.
   k. Offeror’s bank of record.

   Offeror must include in their proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror’s prior history with the County or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s)
to meet contract milestones or other contractual failures.

c. Personnel Qualifications

1. The Immigration Reform and Control Act of 1986 (IRCA) legally mandates that U.S. employers verify the employment eligibility status of newly-hired employees. IRCA made it unlawful for employers to knowingly hire or continue to employ unauthorized workers. In response to the law, the Immigration and Naturalization Service (INS), now an integrated component of the Department of Homeland Security (DHS), created Form I-9 and mandated its accurate and timely completion by all U.S. employers and their employees. This form will be due on each employee within Contractor’s company and shall be turned into the County with Vendor bid.

2. Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.

3. Subcontractors/Assignment: refer to Section 4, item 16 of the “Standard Agreement for Services of Independent Contractors”.

4. Background check on employees: refer to section 3.30, page 22.

d. Financial Statement

Offeror(s) must provide a current financial statement and Balance Sheet or latest annual report. Offeror(s) shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. References

Offeror(s) should provide a minimum of three (3) references from similar jobs performed within the last three years. In addition, include all local government (Southern California) references. Information provided shall include:

1. Client name;
2. Job description;
3. Job dates (starting and ending);
4. Client manager name and telephone number;
5. Dollar value of contract;
6. Total amount of square footage maintained.

f. Offeror Understanding

Offeror(s) may include an understanding of the County’s needs or any other information deemed necessary which may not be required in any other section of the RFP.
g. Requirements

Offeror's response shall state on a point-by-point basis (refer to section 3.1 – 3.37) whether proposal is in compliance with the County of Santa Barbara “Agreement for Services of Independent Contractor”. Address each item in the order given; identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

h. Compliance with County Standard Contract Terms and Conditions

Offeror’s response shall state on a point-by-point basis (refer to section 3.1 – 3.37) whether their proposal is in compliance with the terms and conditions of the County of Santa Barbara “Agreement for Services of Independent Contractor”.

Address each item in the order given, identify each response by item number and submit a full explanation of, and justification for any exemptions or deviations.

i. Compensation

No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

Labor Categories must be in accordance with those listed with the Department of Labor.

Labor/Bill Rate is defined as: hourly rate + fringe benefits + overhead.

j. Payment Terms

Terms are Net 30 days for work performed. Discount for payment in less than 30 days may be considered in the evaluation.

2.8 Costs Incurred in Responding

The County of Santa Barbara will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the Offeror. It is understood that all proposals, inquiries and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Santa Barbara when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by Offeror(s) throughout the entire selection process.

2.9 Addenda

The County will issue written addenda to make changes, additions or deletions to this
solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse
the successful Offeror of any obligations hereunder, unless set forth in writing by the County. 
Addenda will be sent to all known Offeror(s). Offeror(s) must acknowledge and return all 
Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror 
to ensure the County of Santa Barbara has its correct business name and address on file. 
Any prospective Offeror who obtained a copy of the RFP documents from any source other 
than the County is responsible for advising the General Services, Facilities Division, Attn: 
Traci Lothery that it has said documents and requests to receive subsequent Addenda. Pre-
proposal questions should be emailed, no later than 5:00 PM on March 24, 2006 to: 
Tlothery@co.santa-barbara.ca.us.

2.10 Nomenclatures

The terms Successful Proposer, Offeror, Successful Contractor and Contractor may be used 
interchangeably in these specifications and shall refer exclusively to the firm with whom the 
(the County) enters into a contract because of this solicitation.

The terms “Proposal/Solicitation/RFP” refer to all proposal documents and related addenda 
produced by the County and provided to prospective Offeror(s).

2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is 
made or the RFP is canceled, at which time bid results received will be made available to the 
public. Proposals received will be subject to Government Code §6250, the Public Information 
Act. Offeror(s) should mark information they consider proprietary or confidential in the event 
it is exempt from the requirements of the Act.

2.12 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. 
Offeror(s) are cautioned that if a contract is awarded as a result of this procurement process, 
any written commitment by an Offeror within the scope of this procurement shall be binding 
upon the Offeror whether or not incorporated into a contract document. Failure of the vendor 
to fulfill any such commitment shall render the Offeror liable for liquidated or other damages 
due the County under the terms of the Contract. For the purpose of this procurement, a 
commitment by an Offeror includes:

Any modification of, or affirmation or representation as to the above, which is made by an 
Offeror in or during the course of negotiation. Any representation by an Offeror in a proposal, 
supporting document or negotiations subsequent thereto as to services to be performed, 
regardless of the fact that the duration of such commitment may exceed the duration of the 
contract.

2.13 Proposal Validation/Evaluation/Award

a. Validation

Proposals will be reviewed to determine the presence of required information
conforms to this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful Offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The Offeror’s background, experience and stability of their firm will be assessed. The evaluation will focus on the firm’s record of successful service and support to accounts of comparable size and environment. The ability of the Offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

Client references will be contacted and their responses will become a part of the award/review process.

2. Support

Emphasis will be placed on the ability of the Offeror to service and support the needs of the County. Organizational structure, staffing plan and Offeror’s method for meeting the requirements of this RFP in the most efficient manner will be an important consideration.

3. Requirement/Specifications

The ability to meet the requirements/specifications outlined herein.

4. Cost

The Proposals will be evaluated on the basis of the Offeror’s cost proposal.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. The County will establish an Evaluation Committee. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The evaluation Committee may also contact and evaluate the Offeror’s and Subcontractor’s references; contact any Offeror to clarify any response; contact any current users of an Offeror’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of
evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter into a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the Offeror submitting the lowest total price and to negotiate with any or all Offeror(s). Offeror(s) are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss or revise your proposal.

Award will be by means of a written agreement with the successful Offeror. A Notification of Intent to Award will be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offeror(s) unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisor’s must approve any contracts resulting from this Request for Proposal exceeding $100,000.00 annually.

2.14 Presentations

Offeror(s) may be invited to make oral presentations to County personnel.

2.15 Site Visits

The County reserves the right to conduct site visits to Offeror’s facilities or a current operational site in order to assess the capability and ability of the Offeror to fulfill the contract.

2.16 Additional Information

If during the evaluation process, the County is unable to determine an Offeror’s ability to perform, the County has the option of requesting any additional information, which the County deems necessary to determine the Offeror’s ability. The Offeror will be notified and permitted five working days to comply with any such request.

2.17 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any mathematical errors in price.
The County may waive any immaterial deviation or defect in a proposal. The County’s waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Offeror from full compliance with the RFP requirements, if awarded a contract.

2.18 Rejection of Proposals

The County reserves the right to reject the Proposal of any Offeror who previously failed to perform adequately for the County or any other governmental agency within the previous 12 months.

The County reserves the right to reject the Proposal of any Offeror who submits false, incomplete or unresponsive statements in a proposal.

The County reserves the right to reject the Proposal of any Offeror who is in default on the payment of taxes, licenses or other monies due the County.

The County reserves the right to reject a proposal containing errors or discrepancies.

2.19 Cancellation of RFP

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.20 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror’s authorized representative, and delivered to the Santa Barbara County, General Services, Facilities, 1105 Santa Barbara Street, Santa Barbara, Ca., 93101, Attn: Jack Williams.

The following conditions apply to proposal protest:

a. **After Proposal Submittal Deadline.** Protest of award must be made no later than five (5) calendar days after the aggrieved party knows or should have known the facts giving rise to the protest. All protests must include the following information:

   1) The name, address and telephone number of the protestor;

   2) The signature of the protestor, or protestor’s authorized representative;

   3) The solicitation or contract number;

   4) A detail statement of the legal and/or factual grounds for the protest; and

   5) The form of relief requested.

The Facilities Manager reserves the right to refuse to hear protestors who have not followed the above procedures.
The requirements described herein are considered reasonable to meet the County’s needs. Offeror(s) having alternate proposals to meet these needs may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.
SECTION 3.0 - REQUIREMENTS

3.1 Scope of Work

The County seeks a Contractor(s) to provide Custodial Services to Locations listed in Exhibit I Service Locations. Contractor will furnish all labor, uniforms, badges, materials, equipment, transportation, supervision and management required to provide Custodial Services in accordance with all terms and conditions of this RFP. Contractors shall perform all required duties (at each location) as shown in Exhibit II Task Frequency Sheets.

The premises shall be maintained with nothing but the highest standards at no less than the frequencies set forth herein. The frequencies indicated herein are general requirements for the purposes of identifying overall maintenance frequencies. The specific site evaluation frequencies shall govern. In the event of any conflict or inconsistency in the interpretation thereof, the County Contract Administrator shall resolve said conflict/inconsistency.

The premises shall be maintained with a clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.

Review Service Locations (Exhibit I) and Task Frequency sheets (Exhibit II). Indicate acceptance by initial _______________ or state any modification.

3.2 Term

The initial term of the contract will be for three (3) years upon award and by mutual agreement may be renewed for up to two (2) additional two-year periods. If contract is extended for additional one-year periods, the County will consider price escalation based on substantiation by an index, living wage increase, etc.

In the event of any extension of this contract beyond the initial three year period, the County reserves the right to either accept or reject any price adjustments submitted in writing ninety days prior to the end of the current contract period as part of the County’s consideration for the contract extension.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project and the Contractor will relieve the County of any further obligation.

Indicate acceptance by initial _______________ or state any modification.

3.3 Billing

Contractor will submit an itemized monthly statement, in arrears, in duplicate, referencing the assigned blanket contract number. (See Exhibit A, page 39).
According to Exhibit I, Service Locations and Bid Price Sheet, itemization will include, but is not limited to:

1) Contract Number  3) Cost by Building Location Number as described in Exhibit I
2) Dates of service  4) Address of each building

County reserves the right to inspect and audit Contractor's billing procedures and records. 

_Indicate acceptance by initial _______________ or state any modification._

3.4 Quality Assurance

Work performed must be of the highest quality. Performance standards must be monitored and met.

Offerors will provide with their proposal a detailed quality assurance program; e.g.- random sampling, validated complaints, unscheduled inspections, etc., which Offeror will utilize to monitor the custodial services proposed.

Offerors will include a formal method of reporting contract performance satisfaction and/or dissatisfaction.

3.5 Insurance Requirements

Successful Offeror shall acquire and maintain, at his/her own expense, all insurance described in accordance with Exhibit B of the County of Santa Barbara “Agreement for Services and Independent Contractors”, STANDARD INDEMNIFICATION AND INSURANCE PROVISION for contracts REQUIRING professional liability insurance.

_Indicate acceptance by initial _______________ or state any modification._

3.6 Non Discrimination Act

Refer to Section 4, item 14 of the County of Santa Barbara “Agreement for Services and Independent Contractors”.

_Indicate acceptance by initial _______________ or state any modification. Return signed statement_

3.7 Non-Collusion

The bid, contract or other submittal of the CONTRACTOR identified below in connection with the foregoing project is not made in the interest of or on behalf or any undisclosed person, partnership, company, association, organization, or corporation; and that the bid is genuine, and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or
solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix his bid price or the bid price of any other bidder or to fix any overhead, profit or cost element of such bid price or of that of any other bidder or to secure any advantage against the COUNTY of Santa Barbara of anyone interested in the proposed contract; or all statements contained in this proposal are true; and that the undersigned bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, Bid Depository or to any member or agent thereof to effectuate a collusive or sham bid. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Indicate acceptance by initial _______________ or state any modification. Return signed statement.

3.8 Exclusivity

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County’s incidental needs by contracting with other Contractors/suppliers.

Indicate acceptance by initial _______________ or state any modification.

3.9 HIPPA Business Associate Agreement

Contractor has read and agrees to the terms of the HIPPA agreement, Exhibit C.

Indicate acceptance by initial _______________ or state any modification.

3.10 Safety Measures

Contractor will take all necessary precautions for the safety of employees on the work site and will erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the employees and public.

Indicate acceptance by initial _______________ or state any modification.

3.XX Pollution Prevention

Contractor will comply with the Municipal Operations Best Management Practices Fact Sheet SC4 “Housekeeping” (County of Santa Barbara’s Storm Water Management Program). Contractor shall include awareness training for storm water pollution prevention, and shall develop procedures for preventing discharges of any waste that could enter the storm drain system using Best Management Practices. Examples of Best management Practices are presented in Fact Sheet SC4 and include using sanitary sewer for disposal of waste water, using brooms or vacuums instead of hosing surfaces with water, and prompt cleanup of spills that occur in outdoor setting. Examples of waste include wastes from wash water, cleansers,
degreasers, paint products, window cleaning water, rinse water, trash or other debris. Contractor must comply with federal, state, and local storm water rules including Porter Cologne and Santa Barbara County Code Chapter 29 Storm Drains and Sanitary Sewers. It is a violation of County Code Chapter 29 to allow any discharge to the storm drain system that is not composed entirely of storm water, unless otherwise permitted or exempt.

**Indicate acceptance by initial _______________ or state any modification.**

### 3.11 Hazardous and Toxic Substances

Manufacturers and distributors are required by the federal “Hazardous Communication Standard” (29 CFR 1910.1200) to label each hazardous material or chemical container and California Hazard Communication Regulation Section 5194 of Title 8, California Administrative Code (T8CAC) to provide Material Safety Data Sheets to the purchaser. Contractor must comply with these laws and must provide the County with copies of the Material Data Sheets five (5) days prior to performance of services or contemporaneous with delivery of services.

**Indicate acceptance by initial _______________ or state any modification.**

### 3.12 Secured Areas

A secured area is defined as that part of the building that Contractor does not have access or keys. In such cases, access to these areas will be controlled by County personnel who will accompany cleaning personnel.

**Indicate acceptance by initial _______________ or state any modification.**

### 3.13 Materials and Services Provided by Contractor

**A. Supplies**

Santa Barbara County will provide supplies such as toilet paper, seat covers, roll towels, hand soap and trash liners. The Contractor will include in the contract price the cost for all cleaning supplies such as rags, floor finish, carpet cleaners, etc.

**B. Equipment**

Contractor will furnish and maintain in good working condition all the necessary cleaning equipment required to maintain the facility including, but not limited to, vacuum cleaners, buffers, strippers, scrubbing machines, extension poles, ladders and carpet extraction equipment.

Equipment (vacuums, buffers, pylons, buckets) will be kept clean by the Contractor.

**Indicate acceptance by initial _______________ or state any modification.**
3.14 Inspections

The County’s Contract Administrator shall conduct regular/random inspections of the premises to ensure compliance with the work required by this contract.

Extra work authorized by the County Contract Administrator will also be inspected on a regular basis and performed to the standards of the County.

The Contractor’s supervisor shall be available, upon request, for inspections with the Contract Administrator.

*Indicate acceptance by initial _______________ or state any modification.*

3.15 Office for Inquiries and Complaints

Contractor shall maintain an office within Santa Maria or Lompoc with a telephone in the company’s name by which the Contractor conducts business. The office shall be staffed during the hours of 8:00am – 5:00pm by at least one employee who can respond to emergency callouts, inquiries and complaints. Contractor shall answer all calls during these business hours within half an hour of receipt of the call. After County business hours of 8:00am – 5:00pm, an answering service or other means of communication shall be provided to receive calls regarding the Contractor’s performance of the contract work.

*Indicate acceptance by initial _______________ or state any modification. Provide, with proposal, detailed information regarding office and after-hour communication.*

3.16 Communications

The Contractor shall not contact clients unless specifically directed to by the County Contract Administrator. All communication between County and Contractor shall be through the Contract Administrator.

*Indicate acceptance by initial _______________ or state any modification.*

3.17 Changes in Cleaning Program

County reserves the right to change the cleaning program as follows:

A. Should changes in the cleaning program (to include increases and/or reductions of work) be desired by County, County will negotiate these changes with Contractor and make appropriate monthly charge adjustments for the number of hours associated with these changes.

B. The monthly price will be inclusive of providing the full scope of services as desired herein. Any changes to the scope of services subsequently negotiated by County will increase or decrease the monthly rate by the following formula: the number of hours added or deleted multiplied by the hourly rate.
3.18 Consequences of Contractors Failure to Perform

County will give Contractor written notice of deficiencies by copies of mutually agreed on contract performance report and if instances of unsatisfactory service are not remedied the following work service day, the cost of re-inspection may be applied.

The parties hereto agree that due to the obligations of Contractor to maintain an effective inspections system, Contractor will be conclusively presumed to have actual knowledge of work not performed, and therefore such written notice will not be a prerequisite for withholding payment for unperformed services.

A. In the case of non-performed work, at the County’s discretion:
   1. Will withhold from Contractor’s invoice all billings associated with that location such non-performed work as set out in Contract.
   2. May at its option, perform the services by County personnel or other means.

B. In the case of unsatisfactory work, at the County’s own discretion:
   1. Will withhold payment from Contractor's invoice, all billings associated with that location for non-performed work as set out in Contract.
   2. May at its option, perform the services by County personnel or other means.

C. Should the County elect options A (1) or B (1) above, the County will also deduct, as liquidated damages, to compensate the County for administrative costs and other expenses resulting from the non-performance or unsatisfactory performance, an additional 10% of the applicable rates set forth in contract.

D. Should the County elect options A (2) or B (2) above, the County will also deduct an additional 20% of the rate set forth in contract in order to compensate the County for administrative costs and other expenses incurred by the County to obtain satisfactory completion of the services.

E. Repeated instances of non-performance or non-satisfactory performance will be grounds for termination of the contract for default pursuant of the contract.

3.19 Suspension of Work

County unilaterally may order Contractor, in writing, to suspend, delay or interrupt all or any part of the work for such period of time as they may determine to be in the best interest of the County. Reasons may include, but not limited to, the following:

A. Fire or other casualty, which renders the facility or any part thereof, unfit for
occupancy or use immediately.

B. Interruption of facility services or systems, such as utilities, elevator, plumbing, electrical, heating/cooling systems, which renders the facility or any part thereof unfit for occupancy or use immediately.

C. A facility or any part thereof remaining vacant or unoccupied immediately by virtue of County relocating the occupants to another facility; or performing remodeling, renovations, and/or construction within a facility or part thereof.

Indicate acceptance by initial _______________ or state any modification.

3.20 Notice of Suspension of Work

County will give notice of suspension of work and effective date as follows:

A. If work suspension is due to “A” or “B” above, verbal notice will be given within twenty-four (24) hours of effective date; written confirmation to follow.

B. If suspension is due to “C” above, written notice at least ten (10) working days in advance will be given prior to effective date.

Reduction in payment during a suspension period will be calculated on a prorated basis of the proportion of the monthly rate listed on the Proposal Form.

Indicate acceptance by initial _______________ or state any modification.

3.21 Interrupted Service

In the event that the County declares an emergency due to road or weather conditions or other reasons, and the building is closed for the day or opens late, or closes early, the County may grant excused absences to Contractor’s employees or may require Contractor to have the employees make up the lost time in order to complete the cleaning duties. Contractor must make every effort to provide custodial services, particularly if the occurrence is on a Friday or is on a day proceeding a holiday. Work should be performed during the holiday or weekend so that the building will be cleaned prior to office hours on the following work day.

Indicate acceptance by initial _______________ or state any modification.

3.22 Conduct of Employees

Employees of Contractor, while performing work under this contract, will not:

A. Remove any County property or personal property, equipment, monies, forms or any other item from their place.

B. Engage in horseplay or loud boisterous behavior.

C. Play amplified sound equipment.

D. Be under the influence of alcohol or drugs.
E. Gamble.
F. Smoke.
G. Turn on or off or use any equipment other than Contractor’s equipment.
H. Use any County telephone except a telephone designated by the building management for the purpose of business under this contract.
I. Open any desk, file cabinet, storage cabinet or refrigerator (unless refrigerator is designated for cleaning).
J. Disturb or remove any article from desks.
K. Consume any food or beverage, other than that brought with the employee or purchased from vending machines and only in areas designated by the building management for regular breaks.
L. Engage in long conversations with security guards, visitors or other individuals.
M. Take photographs of the building or its content.
N. Remove any documents, records, forms or paper of any kind which is not either in trash cans or clearly marked as trash.
O. Engage in any activity, which is not in the best interest of County or is otherwise detrimental to the performance of this contract. If an employee arrives at the work site and their actions suggest intoxication, this person will be asked to confine their presence to a waiting area while a contract supervisor is contacted for the purpose of escorting the employee away from the building safely.
P. No unauthorized personnel are to accompany contract employees at job site (i.e. relatives, friends, guests and children)

Describe procedure used to assure compliance with above requirements.

Indicate acceptance by initial _______________ or state any modification.

3.23 Discipline or Discharge of Employees

Any Contractor’s employee whose employment or performance is objectionable to the County shall be immediately transferred from the premises. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor in regards to employee discipline shall be at the sole discretion of the Contractor. The County shall be held harmless in any disputes the Contractor may have with the Contractor’s employees. This shall include, but is not limited to charges of discrimination, harassment and discharge without just cause.

Indicate acceptance by initial _______________ or state any modification.

3.24 Recycled Paper Products

County is desirous of achieving a goal of purchasing only disposable products, which contain recycled or recyclable material. Offerors are asked, where applicable and feasible, to include these items in services provided under this proposal.

Indicate acceptance by initial _______________ or state any modification.
3.25 Staffing Requirements

Contractor will provide an adequate number of cleaning personnel each day to ensure that all cleaning services herein specified are accomplished. It is the Offeror(s) responsibility to determine and furnish the total staff-hours.

Review paragraph 3.26 below and include with your proposal.

3.26 Specialized Staff Training

Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service for the medical facilities. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the County Contract Administrator.

Describe in detail your firm’s training procedures for complying with above regulations and describe MSDS biohazard waste handling and disposal terminal cleaning procedures.

3.27 Working Schedule

Work under any contract resulting from this RFP will be performed during clients’ non-working hours except where otherwise arranged. All tasks must be performed on the designated service days. The days cannot be changed by the Contractor’s sole discretion but must be approved by the Contract Administrator and client/customer.

Site locations that are serviced three days or less a week, one of which is a holiday, will be serviced the day after the holiday.

Indicate acceptance by initial _______________ or state any modification.

3.28 Holidays

Refer to ATTACHMENT – Calendar of Holidays.

Indicate acceptance by initial _______________ or state any modification.

3.29 Drugs, Alcohol and other Contraband

It is the policy of the County to prohibit the use, possession, sale, or transfer of illegal drugs controlled substances (including medications with a valid prescription), simulated (look-alike) drugs, drug paraphernalia, alcohol, firearms, explosives and other weapons on County’s premises at any time. Contractor will be required to comply with and enforce this policy, with respect to Contractor’s employees, as a condition of employment.

Contractor must have, prior to bid due date, a written policy pertaining to the use or possession of drugs, alcohol, and other contraband items. A copy of the policy will be furnished with the bid package.
Contractor must have, prior to bid due date, a comprehensive drug and alcohol testing program. Evidence of such a program, including any related policies, will be provided as part of the bid package.

The County reserves the right, at any time, to conduct reasonable searches of Contractor’s employees, including privately owned vehicles, while on County premises.

Contractor will be solely responsible for ensuring employees assigned to county’s site(s) have been informed of, and understand, all applicable policies. Bid proposals will include information as to the means and methods. Contractor will use appropriate training to ensure employees receive the proper notices.

Contractor will be required to conduct a drug/urinalysis test on personnel prior to assignment to County’s site(s). Results of such testing will be provided to the County upon request.

During the course of the contract, the County may request a blood/urinalysis test be conducted, and Contractor will make every reasonable effort to comply, on a Contractor’s employee when one or more of the following conditions exists:
- A violation of the policy is witnessed by the County; or
- Where there is a reasonable cause to believe an employee is, or may be, under the influence of contraband substances, and/or extenuating or emergency circumstances require an immediate test to ensure the safety of employees, the public, or property; or
- A delay in the test may result in the loss of evidence; or
- In the event of an accident involving personal injury and/or property damage.

Contractors’ employees found in violation of this policy will be immediately relieved of duty. The Contractor will be notified that the individual is to be removed from the County’s premises and will not be allowed to service any County premises without the prior written permission of the County.

Contractor’s personnel found in possession of illegal substances or items may, at the discretion of the County, be referred to law enforcement for action.

Contractor’s personnel who decline a blood/urine test, or a search, will be permanently barred from County under this Contract as permitted by law.

Violation of this policy by Contractor’s employees may result in cancellation of the contract between the County and the Contractor and may result in the Contractor losing the right to do business with the County.

Indicate acceptance by initial _______________ or state any modification.

3.30 Background Checks

At the cost of the Contractor, a 5-year criminal background check and drug testing will be required on Contractors employees, Supervisor’s and all backup personnel providing services to the County and results will be made available to the County upon award of a
Letter of Intent.

Any new employee hired to perform duties during the course of the contract will also be subject to a 5-year criminal background check and drug testing prior to beginning work for the County.

Indicate acceptance by initial _______________ or state any modification.

3.31 Security

Contractor shall be responsible for use of all keys and security cards issued to him/her.

Under no circumstances shall Contractor's employees let in or bring in any persons not authorized by the County.

All doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at end of shift to verify the areas are secured. On occasion, certain areas, which are normally, open for cleaning may be secured. In such a situation cleaning shall take place only upon request of the Contract Administrator.

Contractor shall not duplicate any keys for premises unless directed to do so by the Contract Administrator. Contractor/Supervisory staff must promptly report any lost keys or need for additional keys to the Contract Administrator.

To avoid the possibility of tracing lost keys to the premises, the Contractor shall not put identification on any keys.

Indicate acceptance by initial _______________ or state any modification.

3.32 Intrusion Alarm Responsibility

Where facility to be serviced is equipped with an intrusion alarm, the Contractor's staff shall be responsible for disarming the alarm when they enter the building and for arming the alarm when they leave. County facilities shall be responsible for furnishing instructions to the Contractor's supervisory personnel in the correct procedure for each operation. It shall be the Contractor's responsibility to instruct any temporary or replacement employees in the complete operation of arming and disarming of the alarm system.

Indicate acceptance by initial _______________ or state any modification.

3.33 Blank

3.34 Storage Space

The County may provide some storage space at the various facilities for janitorial supplies and equipment. Due to the limited amount of space, any storage spaces beyond that which the County is presently providing for janitorial equipment, is the responsibility of the Contractor.
Indicate acceptance by initial _______________ or state any modification.

3.35 Permits

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract and shall give all public notices necessary for the lawful performance of the contract.

Indicate acceptance by initial _______________ or state any modification.

3.36 Cleaning Areas

Each building will have designated areas to include public, private, conference rooms, break and/or kitchen areas and restrooms.

Public areas – Public denotes the area of the building that extends from 10 feet outside each entrance to a County building and includes all areas that the public can enter and roam freely. Examples are: lobbies, most elevators, hallways, public restrooms and stairwells and courtrooms.

Private areas – any area that the outside public (persons) are not able to roam freely or be in, without being invited and/or questioned. This includes areas that County staff normally work, such as offices and cubicles.

Breakrooms and kitchen areas – will be considered as private areas with the exception that sinks will be cleaned three times a week and floors will be mopped once a week as per the Task Schedule, Exhibit III.

Exceptions:
1) All Conference rooms and stairwells are to be treated as public areas.
2) Mechanical rooms, machine rooms and telephone cable rooms are excluded.

3.37 Cleaning Standards

The following cleaning standards shall be used on a daily basis, and during the quality assurance inspection process to assess the quality of cleaning if on schedule.

ENTRANCES

Mats and Carpet - Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.

Glass and Metal Surfaces - Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills, ledges and heat registers.

Corners/Thresholds - Shall be free of dust, cobwebs, dried-soil, crud, finish build-up
and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue and dried-slurry.

Floors and Cove bases - Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the County. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue. Walls behind waste/trash cans need to be cleaned.

ELEVATORS
Tracks - Shall be free of dirt and debris. Tracks shall appear visibly clean to include the elimination of standing water from wet cleaning procedures.

Lights - Shall be free of dust, cobwebs and soil and stains without causing damage. Diffusers shall remain in proper position and they shall appear streak-free, film free and uniformly clean.

Walls and Doors - Shall be free of dust, cobwebs, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. Bright metal surfaces shall be polished to a high shine to include the elimination of polish residue and/or film.

Floors, Carpet and Cove bases - Shall be free of dust, cobwebs, dried soil, soil, gum, spots, stains and other debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the County. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

July 1st of each year, CONTRACTOR will provide to the COUNTY ADMINISTRATOR the following:

- A calendar of floor and carpet cleaning to include the schedule of all county buildings in one master calendar.
- A separate calendar for each individual department to include the schedule of all floor and carpet cleanings. These individual calendars will be handed out to departments by the Contract Administrator.

CORRIDORS
Floors and Cove bases - Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the County. Floors shall appear visibly and uniformly smooth and clean to include the
elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Water Fountains - Shall be free of dust, cobwebs, soil, scale and water spots without causing damage.

Bright work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

STAIRWELLS
Rails and Walls - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.

Steps and Landings - Shall be free of dust, cobwebs, dried soil, gum, stains and debris. This shall include risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

RESTROOMS
Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the County. Sanitation levels shall be closely monitored by inspection and approved testing methods.

Dispensers - Shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.

Hardware - Shall be free of dust, soil, bacteria and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

Mirrors - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

Toilets and Urinals - Toilets, toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.
Partitions - Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Walls and Doors - Shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots; and metal kick plates, handles and push plates on doors shall also be polished-dry.

Floors and Baseboards - Shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent high-shine, unless otherwise directed by the County. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Air Vents - Shall be free of dust, cobwebs and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust, cobwebs and soil without causing damage. Diffusers shall remain in proper position and appear streak-free and uniformly clean.

OFFICES
Furniture and Equipment - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.

Telephones - shall be free of dust and soil. They shall appear visibly and uniformly clean, and polished-dry. Cradle, earpiece and mouthpiece should be sanitized.

Lamps - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.

Walls and Doors - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Waste Containers - Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the
elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Partitions - Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

Floors, Carpet and Baseboards - Shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied, which results in a consistent high-shine, unless otherwise directed by the County. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

WINDOWS
Glass - Shall be free of dust, cobwebs, and soil without causing damage. This also applies to adjoining sills, blinds and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

KITCHENS/BREAKROOMS
Cabinets, refrigerator and microwave - exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container. Walls adjoining waste container require special attention and need to be kept clean.

Floors and Baseboards - Shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent high-shine, unless otherwise directed by the County. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

MISCELLANEOUS
Air Vents - Shall be free of dust, cobwebs, and soil. This also applies to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust, cobwebs, and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Ceilings – All cobwebs shall be removed.
Range exterior/cooktop/oven, microwave interior and refrigerator interior shall be defined as additional services for an additional fee.

JANITOR CLOSETS AND STOREROOM
Shelves - Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked/organized and neatly on shelves.

Janitor Carts - Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil and organized neatly.

Walls - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Utility Sinks - Shall be free of dust, cobwebs, soil, cleaner residue and soap film.

Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film and water spots.

Bright work shall be cleaned, de-scaled and polished.

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied, which results in a consistent high-shine, unless otherwise directed by the County. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

TRASH REMOVAL/TRASH CONTAINERS
Contractor shall facilitate the County’s current waste recycling program that requires each agency to separate recyclable from non-recyclable waste. All work areas shall be provided with separate waste containers for this purpose. The Contractor shall empty recyclable and non-recyclable waste into designated containers.

Waste removal shall be to containers designated by the County and shall be deposited in such a manner that it will not fly around causing a mess or nuisance.

Waste containers shall be fitted with correct-sized liner.

A) COST PER HOUR FOR ADDITIONAL CLEANING
To be included with in the below samples, Contractor will provide a “cost per hour” summary to include employee hourly rate, cost for any supplies used, cost per hour, overtime anticipated, etc.

B) STRIP & WAX VINYL/COMPOSITION/RESILIENT FLOOR
Completely remove old finish or wax from floors using a concentrated solution of an approved liquid cleaner. Cleaning solution is to be applied with a mop and scrubbed with an electric polishing machine with a scrub brush or a medium grade scrubbing
pad. Stubborn spots, gum, rust, burns, etc., not removed by machine shall be removed by hand with a scouring pad dipped in the cleaning solutions. Corners and other areas that cannot be reached by the polishing machine shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised to prevent the splashing or marring of baseboards, walls and furniture. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied, which results in a consistent high-shine, unless otherwise directed by the County. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

C) **STRIP & WAX SPANISH TILE/CONCRETE/CERAMIC FLOOR**

Hard surface floors such as brick, terrazzo, ceramic and Spanish tile, marble, etc. shall receive the same maintenance treatment as resilient floors detailed above, with the exception that after the stripping operation, floors shall be sealed with an approved penetrating water-based sealer.

D) **STEAM CLEAN INDIVIDUAL CHAIRS**

Upon request, chairs will be steam cleaned with a hot water extraction and an approved liquid cleaner to remove all spots, stains, etc. A final extraction will be done with a clean basin of water to ensure all chairs are left free of solution residue and odor.

E) **EMERGENCY CALL-OUT**

Upon request, CONTRACTOR shall provide an employee to respond to emergency situations during the business hours of 7:30am – 5:00pm within two (2) hours of receipt of call.

Indicate acceptance by initial _______________ or state any modification.
SECTION 4

Following is the Standard County Contract that will be completed between the successful Offeror and the County of Santa Barbara and will be approved by the County of Santa Barbara Board of Supervisor’s.

SECTION 4.0 – STANDARD COUNTY CONTRACT

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and (ENTER BUSINESS) having its principal place of business at (ENTER ADDRESS) (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. (ENTER REPRESENTATIVE’S NAME) at phone number (ENTER PHONE NUMBER) is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. (ENTER CONT REPRESENTATIVE) at phone number (ENTER PHONE NUMBER) is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:
   To COUNTY: (ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP)
   To CONTRACTOR: (ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP)
   or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. SCOPE OF SERVICES. This agreement incorporates by reference all of the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

4. TERM. CONTRACTOR shall commence performance on (ENTER DATE) and end performance upon completion, but no later than (ENTER DATE) unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR. CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT A attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments.
identified on EXHIBIT A. Unless otherwise specified on EXHIBIT A, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR. CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. STANDARD OF PERFORMANCE. CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed in Section 3 by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. TAXES. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. CONFLICT OF INTEREST. CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. RESPONSIBILITIES OF COUNTY. COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. OWNERSHIP OF DOCUMENTS. COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

   No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. RECORDS, AUDIT, AND REVIEW. CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.
13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT B attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

**COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE**

Section 2-95. Prohibition of unlawful discrimination in employment practices. The COUNTY reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other party (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules, or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after CONTRACTOR has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing CONTRACTOR may introduce evidence, produce witness, and have the opportunity to cross-examine witnesses produced by the COUNTY. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or agreement if any of the above procedures are not afforded to the CONTRACTOR. If CONTRACTOR is not found to have engaged in unlawful discriminatory practices, COUNTY shall pay all costs and expense of such hearing, including reasonable attorney’s fees to CONTRACTOR in accordance with current Santa Barbara County Superior Court schedule of attorney’s fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses, and attorney’s fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse COUNTY for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or agreement.

Nothing in this Section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits, and all other forms of compensation selection for training and apprenticeship and probationary periods.

(Co of SB Std Terms Ver 4-21-95)
CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, its officers, employees, and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisor of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the COUNTY. All persons contracting with or who have contracts for goods or services with the COUNTY shall be notified that this chapter applied to their contract or agreement with the COUNTY (Ordinance No. 2946, SS1; Ordinance No. 2993, SS1; and Ordinance No. 3018, SS1).

Section 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the COUNTY having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the COUNTY affirmative action officer. Loss of such approval shall be immediately reported by such party to the COUNTY affirmative action officer.

Section 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase orders:

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules, or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the COUNTY may forthwith terminate this order." (Ordinance No. 2946, SS 1)

Section 2-97. Affirmative action officer. At the discretion of the COUNTY affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the COUNTY is engaging, or during the term of a contract or agreement with the COUNTY has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair
Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, COUNTY counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the Board of Supervisors of the COUNTY, together with all damages, costs, and expense related thereto and incurred by COUNTY, for appropriate action by the Board of Supervisors in accord with the intent and purposes of this article and of the affirmative action program of the COUNTY (Ordinance No. 2946, SS 1).

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY’s convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

   1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

   Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

   2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY’s sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT A, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

(Pro of SB Std Terms Ver 4-21-95)
28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the County of Santa Barbara and {ENTER CONTRACTOR}.

**IN WITNESS WHEREOF,** the parties have executed this Agreement to be effective on the date executed by COUNTY.
ACCEPTED AND AGREED this ______ day of __________, 2005.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST: _______________________________
By: _______________________________
Michael F. Brown
Chair, Board of Supervisors
Clerk of the Board

By: _______________________________
Date: _____________
Deputy

APPROVED AS TO FORM:
STEPHEN SHANE STARK
County Counsel

By: _______________________________
Deputy

"CONTRACTOR"

By: _______________________________
Name

Signature

Date

IRS NO.

APPROVED AS TO FORM:

By: _______________________________
Ray Aromatorio, ARM, AIC
Risk Program Administrator

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA

By: _______________________________
Auditor-Controller
EXHIBIT A

PAYMENT ARRANGEMENTS
Compensation Upon Completion

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed $xx.

B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR’s satisfactory performance, based upon the scope and methodology contained in Scope of Work 3.1 as determined by COUNTY.

C. Upon completion of the work detailed in Scope of Work 3.1 and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

D. COUNTY’s failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY’s right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
EXHIBIT B

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverage's at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY,
CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers’ Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. **General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over $10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be
If the policy providing liability coverage is on a ‘claims-made’ form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than $1,000,000 per occurrence or claim and $2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on ‘claims-made’ form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder. In the event the CONTRACTOR is not able to comply with the COUNTY’S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR’S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY’s Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY’S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.
1. Use and Disclosure of Protected Health Information
Except as otherwise provided in this Exhibit, the Contractor may use or disclose protected health information ("PHI")\(^1\) to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation “Electronic Protected Health Information” ("EPHI")\(^2\).

2. Further Disclosure of PHI
The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

3. Safeguarding PHI
The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:
   a. Encrypting EPHI that it stores and transmits;
   b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
   c. Using antivirus software that is upgraded regularly;
   d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
   e. Conducting periodic security training.

4. Unauthorized Use or Disclosure of PHI
The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, “security incident” shall mean the

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\(^{1}\) “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

\(^{2}\) “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

5. Agents and Subcontractors of the Business Associate
The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

6. Access to PHI
At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations Section 164.524.

7. Amendments to Designated Record Sets
The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

8. Documentation of Uses and Disclosures
The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

9. Accounting of Disclosure
The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Records Available to Covered Entity and Secretary
The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County’s compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.
11. **Destruction of PHI**
   a. Upon termination of the underlying Agreement for any reason, the Contractor shall:
      
      (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
      
      (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

   This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 8 of this Exhibit for a period of six years after termination of the underlying Agreement.

   b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

12. **Amendments**
   The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

13. **Mitigation of Disallowed Uses and Disclosures**
   The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

14. **Termination of Agreement**
   The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

15. **Definitions**
   Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.
16. Interpretation
Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule and Security Rule.
# Exhibit I, Service Locations & Bid Price Sheet

<table>
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<tr>
<th>Task Sheet, Exhibit II</th>
<th>Bldg Location Number</th>
<th>Building</th>
<th>Address</th>
<th>Estimated square footage</th>
<th>Hours per month</th>
<th>Monthly Cost</th>
<th>Option 1 Private Areas (to include vacuuming 1x a week)</th>
<th>Option 2 Private Areas (to include dusting 1x month)</th>
<th>Option 3 Private Areas (to include under desk trash pickup weekly)</th>
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### Exhibit I, Service Locations & Bid Price Sheet, continued

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<th>Monthly Cost</th>
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**GRAND TOTALS:**

SANTA MARIA

<p>| 1x | T03003 | Ag Commissioner Modular | 624-A West Foster Road | 2,964                  |
| 1x | T03004 | Planning &amp; Development Modular | 624-A West Foster Road | 960                    |
| 1x | D62006 | Waller Park Office       | 300 Goodwin Road       | 1,572                  |
| 1x | T03301 | Juvenile Hall, old facility | 812-B Foster Road | 900                    |</p>
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<th>Building Description</th>
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<th>Hours per month</th>
<th>Monthly Cost</th>
<th>Option 1 Private Areas (to include vacuuming 1x a week)</th>
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<td>Hours per month</td>
<td>Monthly Cost</td>
<td>Option 1 Private Areas (to include vacuuming 1x a week)</td>
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<td>Option 3 Private Areas (to include under desk trash pickup weekly)</td>
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### Exhibit I, Service Locations & Bid Price Sheet, continued

<table>
<thead>
<tr>
<th>Task Sheet, Exhibit II</th>
<th>Bldg Location Number</th>
<th>Building</th>
<th>Address</th>
<th>Estimated square footage</th>
<th>Hours per month</th>
<th>Monthly Cost</th>
<th>Option 1 Private Areas (to include vacuuming 1x a week)</th>
<th>Option 2 Private Areas (to include dusting 1x month)</th>
<th>Option 3 Private Areas (to include under desk trash pickup weekly)</th>
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**GRAND TOTALS:** 263,145
Please refer to Section 3.37 titled Cleaning Standards, page 29 and give a price quote on the following tasks.
(Note: These totals are NOT to be included on your Bid Form, Exhibit II)

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<th>Description of work:</th>
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<td>3.37, A</td>
<td>Cost per hour for additional cleaning</td>
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<td>3.37, B</td>
<td>Cost per square foot for strip &amp; wax vinyl/composition/resilient floor</td>
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<tr>
<td>3.37, C</td>
<td>Cost per square foot for strip &amp; wax Spanish tile, concrete and ceramic floor</td>
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<td>3.37, D</td>
<td>Steam clean individual chairs</td>
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<tr>
<td>3.37, E</td>
<td>Minimum charge and cost per hour for emergency call-out (business hours)</td>
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## BID FORM
### EXHIBIT II

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<th>LOCATION OF BID</th>
<th>BID TOTAL FOR A THREE (3) YEAR TERM</th>
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<tr>
<td>Lompoc/Buellton/Solvang facilities</td>
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<td>Santa Maria facilities</td>
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<tr>
<td>Total of bid for both locations</td>
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<td>(Only need to record if it differs from the sum of the above two)</td>
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53
<table>
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<tr>
<th>CALENDAR OF HOLIDAYS</th>
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<tr>
<td>New Year's Day</td>
</tr>
<tr>
<td>Martin Luther King's Birthday</td>
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<tr>
<td>* Lincoln's Birthday</td>
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<tr>
<td>Washington's Birthday</td>
</tr>
<tr>
<td>*** Cesar Chavez Birthday</td>
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<td>Memorial Day</td>
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<tr>
<td>Independence Day</td>
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<td>Labor Day</td>
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<td>* Columbus Day</td>
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<td>** Veteran's Day</td>
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<tr>
<td>Day after Thanksgiving</td>
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<tr>
<td>Christmas Day</td>
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<tr>
<td>New Year's Day</td>
</tr>
</tbody>
</table>

* Correctional Officers, Communications Dispatch and Courts only

** Excluding Sheriff Managers

*** Courts Only
PART 1   GENERAL

1.01 SUMMARY

A. Provide construction-related Best Management Practices (BMPs) to control and prevent the discharge of pollutants from the project site to the maximum extent practical. All structural BMPs shall be installed and maintained as shown on the Drawings, as specified herein and as needed for a complete and proper installation. Non-structural BMPs (timing, duration, protection of resources, dewatering, etc.) shall be defined within a Storm Water Pollution Prevention Plan or Water Pollution Control Plan submitted for approval by County architect.

B. The following manuals shall be used as a basis for identifying valid construction-related BMPs: (1) California Department of Transportation Storm Water Quality Handbook: Construction BMPs Manual (2) California Storm Water Quality Association Storm Water Best Management Practice Handbook: Construction. The number and types of BMPs shall be determined on a case-by-case basis, but shall include those minimum measures in Table 1 of the Caltrans Handbook.

1.02 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.02 INSPECTION & MAINTENANCE

A. Provide inspection and maintenance of all construction-related BMPs throughout construction activities. All storm drain systems and inlets shall be protected during construction activities to prevent pollutants, including sediment, from entering.

1.03 SITE STABILIZATION

A. The site shall be stabilized with long-term techniques such as planting and mulch to protect exposed soils from erosion upon completion of construction activities. Site stabilization is the responsibility of the contractor.

PART 2   PERFORMANCE

2.01 SWPPP

A. Construction projects with a disturbed area of 1.0 acre or larger must prepare and implement a Storm Water Pollution Prevention Plan (SWPPP).

B. A SWPPP must include the following elements:
   1. Identify all pollutant sources including sources of sediment that may affect the quality of storm water discharges, and
   2. Identify non-storm water discharges, and
   3. Identify, construct, implement in accordance with a time schedule, and maintain Best Management Practices (BMPs) to reduce or eliminate
pollutants in storm water discharges and authorized nonstorm water
discharges from the construction site during construction, and
4. Develop a maintenance schedule for BMPs installed during construction
designed to reduce or eliminate pollutants after construction is
completed (postconstruction BMPs).
5. Identify a sampling and analysis strategy and sampling schedule for
discharges from construction activity which discharge directly into
water bodies listed on Attachment 3. (Clean Water Act Section 303(d)
[303(d)] Water Bodies listed for Sedimentation).
6. For all construction activity, identify a sampling and analysis
strategy and sampling schedule for discharges that have been
discovered through visual monitoring to be potentially contaminated by
pollutants not visually detectable in the runoff.

C. Regulations pertaining to construction activities that exceed 1.0 acre in
disturbance, including instructions for the SWPPP preparation, are in the
State of California State Water Resources Control Board NPDES General Permit
for Storm Water Discharges Associated with Construction Activity. A
template for preparing a SWPPP is published by California Department of
Transportation Division of Construction.

2.02 WPCP

A. Construction projects with a disturbed area of less 1 ac must prepare a
Water Pollution Control Plan (WPCP) which is similar to a SWPPP but does not
include monitoring of runoff from the construction site.

B. A WPCP shall include the following elements:
   1. Provide site description
   2. Identify pollution sources and control measures including soil
      stabilization (erosion control), sediment control, tracking control,
      non-storm water management BMPs, waste management and materials
      pollution control BMPs
   3. BMP maintenance, inspection, and repair program
   4. Reporting mechanism to the County.

D. Detailed guidelines, including a template for preparing a WPCP, is published
by California Department of Transportation Division of Construction.

2.03 MINIMUM BMPS REQUIRED

A. The following measures are considered the minimum required for all
construction activities, although not all measures may be applicable to
every project. Applicability shall be confirmed by County Architect.
   1. Scheduling (to reduce the amount and duration of soil exposed to
      erosion by wind, rain, runoff and vehicle tracking, and to perform the
      construction activities and control practices in accordance with the
      planned schedule.
   2. Preserve existing vegetation
   3. Soil stabilization (hydraulic mulch, hydroseed, soil binder, straw
      mulch, geotextile/plastic cover/erosion control blankets/mats)
   4. Sediment control (silt fence, fiber rolls, street sweep and vacuum,
      storm drain inlet protection)
   5. Wind erosion control
   6. Non-storm water discharges (vehicle & equipment
      cleaning/fueling/maintenance)
   7. Waste Management controls (material delivery/storage, material use,
      stockpile management, spill prevention & control, solid waste
      management, sanitary/septic waste management

PART 3 EXECUTION
3.01 BMP INSTALLATION

A. Structural BMPs shall be installed according to the SWPPP or WPCP. A copy of the SWPPP or WPCP, including construction drawings containing the structural features (i.e. location of silt fencing, designated concrete wash-out areas, designated fueling sites, etc.), shall be kept on site at all times.

3.02 BMP INSPECTIONS

A. The purpose of storm water inspections is to evaluate BMP effectiveness and implement repairs or design changes as soon as feasible. Inspections shall be completed by the Contractor. Inspections are recommended on a regular basis during dry weather. The purpose of dry-weather inspections is to ensure proper implementation of BMPs that are not necessarily weather-related. Examples include non-storm water, waste management, and sediment tracking control BMPs.

B. BMPs identified in the SWPPP or WPCP shall be inspected using the Storm Water Construction Site Inspection Checklist provided by the County Architect, and presented below. Inspection checklists shall be maintained by the Contractor until the duration of the construction period is complete and the construction site is stabilized, including any post-construction storm water measures. Copies of the checklist shall be presented to the County Architect upon request.

C. The BMPs deployed on construction sites will be inspected on a frequency as described below. Improperly installed or damaged practices shall be corrected immediately, or by a later date and time if requested by the Contractor and approved by the County Architect, but not later than the onset of forecasted rain events. Inspections of construction site BMPs are conducted as follows:
   1. Two weeks during the non-rainy season, and
   2. Weekly during the rainy season, and
   3. Prior to a forecast storm, and
   4. After a rain event that causes runoff from the construction site, and
   5. At 24-hour intervals during extended rain events, or
   6. As specified in the project Special Provisions and/or SWPPP, or
   7. As directed by the County Architect.

3.04 MAINTENANCE & REPAIR

A. All BMPs identified in the Site Inspection Checklist shall be either in maintained in working condition.

B. During inspections, contractor shall identify each individual BMP and whether maintenance/repair is recommended including schedule for completing maintenance/repair.

3.04 SUB-CONTRACTORS

A. Contractor is responsible for all discharges associated with subcontractor activities, such as painting, dry wall, concrete, plaster, etc. Inspection, maintenance and repair of all BMPs is the ultimate responsibility of the contractor.

END OF SECTION
## Storm Water Quality Construction Site Inspection Checklist

### GENERAL INFORMATION

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<th>Value</th>
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<td>Contractor</td>
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<tr>
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<td>Inspector’s Title</td>
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<td>Signature</td>
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<td>- After a rain event</td>
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<td>- During rain</td>
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<td>- Other</td>
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<td>- Non-Rainy (Apr 1 – Sep 30)</td>
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### PROJECT AREA SUMMARY AND DISTURBED SOIL AREA (DSA) SIZE LIMITS FROM SPECIAL PROVISIONS

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<td>Rainy Season DSA Limit</td>
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<td>- Acres</td>
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### CONSTRUCTION BMPS

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<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Corrective Action</th>
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</thead>
<tbody>
<tr>
<td>Preservation of Existing Vegetation</td>
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<tr>
<td>Is temporary fencing provided to preserve vegetation in areas where no construction activity is planned?</td>
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# CONSTRUCTION BMPS

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<th>Requirement</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td><strong>Temporary Soil Stabilization</strong></td>
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<tr>
<td>Does the applied temporary soil stabilization provide 100% coverage for the required areas?</td>
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<tr>
<td>Are any non-vegetated areas that may require temporary soil stabilization?</td>
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<td>Is the area where temporary soil stabilization required free from visible erosion?</td>
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<tr>
<td><strong>Temporary Linear Sediment Barriers</strong></td>
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<td>Are temporary linear sediment barriers properly installed in accordance with the details, functional and maintained?</td>
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<tr>
<td>Are temporary linear sediment barriers free of accumulated litter?</td>
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<tr>
<td>Is the built-up sediment less than 1/3 the height of the barrier?</td>
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<td>Are cross barriers installed where necessary and properly spaced?</td>
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<td>Are fiber rolls installed and maintained on required slopes in accordance with the details, functional and maintained?</td>
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<td><strong>Storm Drain Inlet Protection</strong></td>
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<tr>
<td>Are storm drain inlets internal to the project properly protected with either Type 1, 2 or 3 inlet protection?</td>
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<tr>
<td>Are storm drain inlet protection devices in working order and being properly maintained?</td>
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<td><strong>Desilting Basins</strong></td>
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<td>Are basins maintained to provide the required retention/detention?</td>
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<td>Are basin controls (inlets, outlets, diversions, weirs, spillways, and racks) in working order?</td>
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<td><strong>Location:</strong></td>
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<tr>
<td><strong>Stockpiles</strong></td>
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<tr>
<td>Are all locations of temporary stockpiles, including soil, hazardous waste, and construction materials in approved areas?</td>
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<tr>
<td>Are stockpiles protected from run-on, run-off from adjacent areas and from winds?</td>
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<tr>
<td>Are stockpiles located at least 15 m from concentrated flows, downstream drainage courses and storm drain inlets?</td>
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<tr>
<td>Are required covers and/or perimeter controls in place?</td>
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<td><strong>Location:</strong></td>
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<td><strong>Concentrated Flows</strong></td>
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<td>Are concentrated flow paths free of visible erosion?</td>
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<td><strong>Location:</strong></td>
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<tr>
<td><strong>Tracking Control</strong></td>
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<td>Are points of ingress/egress to public/private roads inspected, swept, and vacuumed daily?</td>
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<td>Are all paved areas free of visible sediment tracking or other particulate matter?</td>
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<td><strong>Location:</strong></td>
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<td><strong>Wind Erosion Control</strong></td>
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<td>Are dust control measures implemented?</td>
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<td><strong>Dewatering Operations</strong></td>
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<td>Is dewatering handled in conformance with the approved SWPPP, WPCP, or dewatering permit issued by the RWQCB?</td>
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<td>Is required treatment provided for dewatering effluent?</td>
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<td><strong>Vehicle &amp; Equipment Fueling, Cleaning, and Maintenance</strong></td>
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<td>Are vehicle and equipment fueling, cleaning and maintenance areas</td>
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<tr>
<td>reasonably clean and free of spills, leaks, or any other deleterious</td>
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<tr>
<td>material?</td>
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<td>Are vehicle and equipment fueling, cleaning and maintenance activities</td>
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<td>performed on an impermeable surface in dedicated areas?</td>
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<td>If no, are drip pans used?</td>
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<td>Are dedicated fueling, cleaning, and maintenance areas located at least</td>
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<td>15 m away from downstream drainage facilities and watercourses, and</td>
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<td>protected from run-on and runoff?</td>
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<td>Is wash water contained for infiltration/ evaporation and disposed of</td>
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<td>outside the highway right of way?</td>
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<td>Is on-site cleaning limited to washing with water (no soap, soaps</td>
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<td>substitutes, solvents, or steam)?</td>
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<td>On each day of use, are vehicles and equipment inspected for leaks and</td>
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<td>if necessary, repaired?</td>
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<tr>
<td><strong>Waste Management &amp; Materials Pollution Control</strong></td>
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<td>Are material storage areas and washout areas protected from run-on and</td>
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<td>runoff, and located at least 15 m from concentrated flows and downstream</td>
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<td>drainage facilities?</td>
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<td>Are all material handling and storage areas clean; organized; free of</td>
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<td>spills, leaks, or any other deleterious material; and stocked with</td>
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<td>appropriate clean-up supplies?</td>
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<td>Are liquid materials, hazardous materials, and hazardous wastes stored</td>
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<td>in temporary containment facilities?</td>
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<td>Are bagged and boxed materials stored on pallets?</td>
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<tr>
<td>Are hazardous materials and wastes stored in appropriate, labeled</td>
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<tr>
<td>containers?</td>
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<td>Are proper storage, clean-up, and spill-reporting procedures for</td>
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<td>hazardous materials and wastes posted in open, conspicuous and accessible</td>
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<td>locations adjacent to storage areas?</td>
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<tr>
<td>Are temporary containment facilities free of spills and rainwater?</td>
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<tr>
<td>Are temporary containment facilities and bagged/boxed materials covered?</td>
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<td>Are temporary concrete washout facilities designated and being used?</td>
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<td>Are temporary concrete washout facilities functional for receiving and</td>
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<td>containing concrete waste and are concrete residues prevented from</td>
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<tr>
<td>entering the drainage system?</td>
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<td>Do temporary concrete washout facilities provide sufficient volume and</td>
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<td>freeboard for planned concrete operations?</td>
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<td>Are the temporary concrete washout facilities’ PVC liners free from</td>
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<td>punctures and holes?</td>
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<td>Are concrete wastes, including residues from cutting and grinding,</td>
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<td>contained and disposed of off-site or in concrete washout facilities?</td>
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<tr>
<td>Are spills from mobile equipment fueling and maintenance properly</td>
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<td>contained and cleaned up?</td>
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<td>Is the site free of litter?</td>
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<td>Are trash receptacles provided in the Contractor’s yard, field trailer</td>
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<td>areas, and at locations where workers congregate for lunch and break</td>
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<td>periods?</td>
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<td>Corrective Action</td>
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<tr>
<td>Is litter from work areas within the construction limits of the project site collected and placed in watertight dumpsters?</td>
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<tr>
<td>Are waste management receptacles free of leaks?</td>
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<tr>
<td>Are the contents of waste management receptacles properly protected from contact with storm water or from being dislodged by winds?</td>
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<tr>
<td>Are waste management receptacles filled at or beyond capacity?</td>
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<td><strong>Temporary Water Body Crossing or Encroachment</strong></td>
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<tr>
<td>Are temporary water body crossings and encroachments constructed as shown on the plans or as approved by the engineer?</td>
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<td>Does the project conform to the requirements of the 404 permit and/or 1601agreement for wetlands or streambeds?</td>
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<td><strong>Illicit Connection/Illegal Discharge Detection and Reporting</strong></td>
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<tr>
<td>Is there any evidence of illicit discharges or illegal dumping on the project site?</td>
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<td>If yes, has the County been notified?</td>
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<tr>
<td><strong>Discharge Points</strong></td>
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<td>Are discharge points and discharge flows free from noticeable pollutants?</td>
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<td>Are discharge points free of any significant erosion or sediment transport?</td>
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<tr>
<td><strong>WPCP/SWPPP Update</strong></td>
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<tr>
<td>Does the WPCP/SWPPP, Project Schedule/Water Pollution Control Schedule adequately reflect the current site conditions and contractor operations?</td>
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<tr>
<td>Are all BMPs shown on the plans installed in the proper location(s) and according to the details for the plan?</td>
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<td>Requirement</td>
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<td>No</td>
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<td>Corrective Action</td>
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<td>Are there any other potential water pollution control concerns at the site?</td>
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<td><strong>Storm Water Monitoring (for projects greater than 1.0 acre subject to State General Construction Permit)</strong></td>
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<td>Does storm water discharge directly to a water body listed as impaired for sediment/sedimentation or turbidity in the General Construction Activity Permit?</td>
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<td>If yes, were samples for sediment/sedimentation or turbidity collected pursuant to the sampling and analysis plan, if required, during rain events?</td>
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<td>Were there any BMPs not properly implemented, or breaches, malfunctions, leakages or spills observed, which could result in the discharge of pollutants to surface waters that would not be visually detectable in storm water?</td>
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<td>If yes, were samples for non-visualy detectable pollutants collected pursuant to the sampling and analysis plan during rain events?</td>
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<td>Were soil amendments (e.g., gypsum) used on the project?</td>
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<td>If yes, were samples for non-visualy detectable pollutants collected pursuant to the sampling and analysis plan during rain events?</td>
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<td>Did storm water contact stored materials or waste and resulted in a discharge from the construction site? (Materials not in watertight containers, etc.)</td>
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<td>If yes, were samples for non-visualy detectable pollutants collected pursuant to the sampling and analysis plan during rain events?</td>
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ARTICLE 1: CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 The Contract Documents: The Contract Documents consist of the Agreement between the Owner and the Contractor, the Conditions of the Contract (General Conditions, General Requirements and other Conditions), the Drawings, the Specifications, all Addenda, Supplements, Advertisements for Bids, Invitations to Bid and Proposal Forms issued prior to execution of the Contract and all Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties (2) a Change Order,(3) a written interpretation issued by the Architect/Engineer pursuant to Subparagraph 3.2.2 or (4) a written order for a minor change in the Work issued on the Owner's behalf pursuant to Paragraph 13.4.1.

1.1.2 The Contract: The Contract Documents form the Contract with the Contractor. This Contract represents the entire and integrated agreement and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect/Engineer and the Contractor or between the Architect/Engineer and the Designated Representative but the Architect/Engineer and the Designated Representative shall be entitled to performance of the obligations of the Contractor intended for their benefit and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner, the Designated Representative or the Architect/Engineer and any Subcontractor or Sub-subcontractor.

1.1.3 The Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of the project.

The Project: The "Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors. The Project Name is: Children's Services Building.

1.1.5 The Owner: As defined in Article 2 of the General Conditions, the Owner for this project is:
Santa Barbara County, through its Board of Supervisors

1.1.6 Architect/Engineer: As defined in Article 3 of the General Conditions, the Architect/Engineer for this project is:
Cearnal Architects, Inc.—Overall Project Architect

1.1.7 Designated Representative: As defined in Article 4 of the General Conditions, the Designated Representative for this project is:
Grady W. Williams, P.E., Project Manager
Office of the County Architect
1100 Anacapa Street, Courthouse Annex
Santa Barbara, CA 93101

1.1.8 Contractor: As defined in Article 5 of the General Conditions.

1.1.9 Product: The term "product" shall include materials, equipment and systems.

1.1.10 The Drawings: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.11 The Specifications: The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work and performance of related services.

1.1.12 The Project Manual: The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, conditions of the Contracts and Specifications.

1.1.13 As Approved: Where used in conjunction with the Designated Representative or the Architect/Engineer's response to submittal's, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" shall not exceed the limitations of the Designated Representative or the Architect/Engineer's responsibilities and duties as established in these General Conditions.

1.1.13.1 In no case shall "approval" by the Designated Representative or the Architect/Engineer be interpreted as a release of the Contractor from the responsibilities to fulfill the requirements of the Contract Documents.

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1.1.13.2 Approval, where required for an item, shall be obtained from the Architect/Engineer through the Designated Representative in writing.

1.1.14 Indicated: The term "indicated" is a cross reference to details, notes or schedules on the drawings, other paragraphs or schedules in the Specifications and similar means of recording requirements in the Contract Documents.

1.1.14.1 Where terms such as "shown", "noted", "scheduled", and "specified" are used instead of "indicated", it is for the purpose of helping the reader accomplish the cross reference and no limitation of locations is intended except as specifically noted.

1.1.14.2 Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by the Architect/Engineer, Designated Representative or Owner's Representative", "requested by the Architect/Engineer, Designated Representative or the Owner's Representative", etc. However, no such implied meaning will be interpreted to extend to the Architect/Engineer's or Designated Representative's responsibility in the Contractor's area of construction supervision.

1.1.15 Installer: The person or entity engaged by the Contractor or its Subcontractor or Sub-subcontractor for the performance of a particular unit of Work at the project site, including installation, erection, application and similar required operations. It is a General Requirement that installers be recognized as experienced and competent in the Work that they are engaged to perform.

1.1.16 Suitable, Reasonable, Proper, Correct, and Necessary: Such terms shall mean as suitable, reasonable, proper, correct or necessary for the purpose intended as required by the Contract Documents, subject to the judgment of the Architect/Engineer or the Designated Representative.

1.1.17 Including, Such As: The Terms "including" and "such as" shall always be taken in the most inclusive sense, namely, "including, but not limited to", and "such as, but not limited to."

1.1.18 Option: The term "option" shall mean a choice from the specified products which shall be made by the Contractor. The choice is not "whether" the Work is to be performed, but "which" product or "which" procedure is to be used. The product or procedure chosen by the Contractor shall be provided at no increase in the cost to the Owner or the Designated Representative and with no lessening of the Contractor's responsibility for its performance. All or any options selected or proposed are still subject to all requirements for submittals and for approval of same.

1.1.19 Exposed: The term "exposed" shall mean any item or surface, exterior or interior, which can be seen by a person outside the building, or seen by a person inside any usable space within the building during normal activity.

1.1.20 At No Additional Cost: The term "at no additional cost" shall mean at no additional cost to the Owner and at no cost to the Architect/Engineer or the Designated Representative.

1.1.21 Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the Work, either at the project site or elsewhere; and to report and interpret the results of those inspections or tests.

1.1.22 Record Documents: Construction Documents revised to show changes made during the construction process, usually based on marked-up prints, drawings and other data furnished by the Contractor to the Designated Representative.

1.2 ABBREVIATIONS

1.2.1 The language of the specifications and elsewhere in the Contract Documents is of the abbreviated type in certain instances and implies words and meanings which will be appropriately interpreted.

1.2.2 Actual word abbreviations of a self-explanatory nature have been included in the Specifications and Drawings. These are generally defined in the Specifications Section at the first instance of use of each term so abbreviated. They are generally summarized in a list on the Drawings.

1.2.3 Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and the full context of the requirements so indicates.

1.3 EXECUTION, CORRELATION AND INTENT

1.3.1 By executing this Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. Claims, as a result of failure to do so, will not be considered.

1.3.2 The contract agreement shall be signed in triplicate by the Owner and Contractor. Original copies are to be provided to Owner, Contractor, and Designated Representative.
1.3.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations in the Contract Documents which have well-known technical or trade meanings are used in accordance with such recognized meanings.

1.3.4 The organization of the Specification into divisions, sections and articles and the arrangements of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any Trade.

1.3.5 All indications or notations which apply to one or a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, unless otherwise indicated in the Contract Documents.

1.3.5.1 Where the word "similar" appears on the drawings, it shall be interpreted in its general sense and not as meaning identical and all details shall be worked out in relations to their location and connection with other parts of the Work.

1.3.5.2 Where, on any drawings, a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall also apply to parts outlined.

1.3.6 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

1.3.7 The Contract Documents should be read as one package and are dependent on one another for interpretation. If there is an ambiguity or conflict between documents, the Contractor or its Subcontractor has the duty of inquiring with the Designated Representative and the Architect/Engineer before he bids on the job. Conflicts and discrepancies discovered during the process of the Work shall be referred to the Architect/Engineer and Owner via the Designated Representative for resolution.

1.3.8 Any noted discrepancies between the Contract Documents shall be promptly called to the attention of the Designated Representative and the Architect/Engineer and no Work so affected shall be undertaken in advance of the Designated Representative's and the Architect/Engineer's decision, except at the Contractor's own risk.

1.4 OWNERSHIP AND USE OF DOCUMENTS

1.4.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, up to twenty (20) sets of Working Drawings and Specifications for the execution of the Work.

1.4.2 All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain its property. They are to be used only with respect to this project and are not to be used on any other project. With the exception of one contract set for each party, such documents are to be returned or suitably accounted for to the Owner on request at the completion of the Work.

ARTICLE 2: OWNER

2.1 DEFINITION

2.1.1 The Owner is the person or entity identified as such in the Agreement between the Owner and the Contractor and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or its authorized representative.

2.2 INFORMATION AND SERVICES FURNISHED BY THE OWNER

2.2.1 The Owner will furnish all surveys describing the physical characteristics and approximate known utility locations for the site of the Project.

2.2.2 Except as provided in Subparagraph 5.7.1, the Owner will secure and pay for necessary approvals, easements, assessments and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities unless otherwise noted.

2.2.3 Information or services under the Owner's control will be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

2.2.4 The Owner shall forward all instructions to the Contractor through the Designated Representative.
2.2.5 The Owner shall at all times have access to the Work for inspection, wherever it is in preparation or in progress. When directed by the Designated Representative, the Contractor shall provide facilities for such access and inspection at the Contractor's cost.

2.3 DELEGATION

2.3.1 The Board of Supervisors delegates to the County Director of General Services the authority to act on its behalf in the administration of this contract.

2.3.2 The Director of General Services has the authority to change the Designated Representative when the Designated Representative is an employee of the County.

2.3.3 If the Designated Representative is a person or entity other than an employee of the County, the Director of General Services shall recommend to the Board of Supervisors a replacement for the Designated Representative whenever such replacement is in the best interest of the County. An affirmative majority vote by the Board of Supervisors is required to complete the replacement of the Designated Representative.

2.3.4 The Director of General Services may execute Change Orders in accordance with Article 13 in a cumulative amount not to exceed 10% of the first $250,000 of the base contract amount plus 5% of the base contract amount over $250,000, and for time extensions as the director may deem equitable. Any Change Orders in excess of 10% of the first $250,000 of the base contract amount plus 5% of the base contract amount over $250,000 shall be approved by a majority vote of the Board of Supervisors.

2.4 AUTHORITY OF BOARD AND INSPECTION

2.4.1 The Board of Supervisors has the final authority in all matters affecting the work covered by the plans and specifications. Within the scope of the contract, the Designated Representative has the authority to enforce compliance with the plans and specifications. The Contractor shall promptly comply with instructions from the Designated Representative.

2.4.2 On all questions relating to quantities, the acceptability of material, equipment, or work, the execution, progress or sequence of work, and the interpretation of specifications or drawings, the decision of the Designated Representative is final and binding, and shall be precedent to any payment under the contract, unless otherwise ordered by the Board.

ARTICLE 3: ARCHITECT/ENGINEER

3.1 DEFINITIONS

3.1.1 The Architect/Engineer is the person lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering who has entered into an Agreement with the Owner to serve as Architect/Engineer and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect/Engineer means the Architect/Engineer or its authorized representative.

3.1.2 Architect/Engineer shall be entitled to performance by the Contractor of any obligations expressly set forth which are intended for the Architect/Engineer's benefit and to enforcement thereof.

3.1.3 In the case of the termination of the employment of the Architect/Engineer, the Owner shall appoint a capable and reputable Architect/Engineer. The status under the Contract of the Architect/Engineer so appointed shall be that of the former Architect/Engineer. The Owner shall notify the Contractor whenever the Architect/Engineer is replaced.

3.1.4 The Architect/Engineer may be an employee of the County or other governmental entity.

3.2 ARCHITECT/ENGINEER'S DUTIES DURING CONSTRUCTION

3.2.1 The Architect/Engineer shall at all times have access to the Work wherever it is in preparation and progress. When directed by the Designated Representative, the Contractor shall provide facilities for such access at the Contractor's cost so the Architect/Engineer may perform its functions under the Contract Documents.

3.2.2 The Architect/Engineer will be the interpreter of the requirements of the Drawings and Specifications. Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Architect/Engineer through the Designated Representative and in accordance with any schedule agreed upon. The Contractor or Owner shall make written dated request through the Designated Representative to the Architect/Engineer for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents. The Contractor or Owner shall execute and complete the Work in accordance with such interpretations. The Architect/Engineer shall not be liable to the Contractor for the result of any interpretation or decisions rendered in good faith in such capacity.
3.2.1 The Architect/Engineer shall interpret the requirements of Change Orders and he shall decide all other questions of design intent in connection with the Work.

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

3.2.3 Neither the Contractor, the Designated Representative nor the Owner shall be bound by any determination, interpretation or opinion of the Architect/Engineer if it is determined that such is not in accord with the true intent of the Contract Documents. The party taking issue with the determination, interpretation, or decision of the Architect/Engineer shall give the other party or parties, as the case may be, written notice of such fact within ten (10) days after the determination, interpretation, or opinion is rendered by the Architect/Engineer. However, it is the intent of this Paragraph 3.2 that in the actual performance of the Work, the Contractor and the Designated Representative shall, in the first instance, proceed in accordance with the instruction given by the Architect/Engineer unless the Owner and the Designated Representative mutually agree that the Contractor and the Designated Representative shall proceed otherwise.

3.2.4 The Architect/Engineer's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

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

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

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

3.2.8 The Architect/Engineer will communicate with the Contractor through the Designated Representative.

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

3.2.10 The Architect/Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 5.3. The Architect/Engineer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect/Engineer will not have control or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other persons performing portions of the Work.
3.2.11 The Architect/Engineer has no authority to issue change orders. All requests for proposals shall be prepared by the Architect/Engineer, shall be approved by the Owner or Director of General Services, and shall be issued to the Contractor through the Designated Representative.

ARTICLE 4: DESIGNATED REPRESENTATIVE

4.1 DEFINITION

4.1.1 The Designated Representative is the person or entity who has been identified in writing by the Owner to serve as Designated Representative and is referred to throughout the Contract Documents as if singular in number and masculine in gender. When the Designated Representative is an entity, other than a singular person, the term Designated Representative includes the Designated Representative acting through its authorized representatives as indicated to the Contractor in writing at the preconstruction meeting or whenever changes in personnel assignments occur.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 The Designated Representative will provide, as the Owner's authorized representative, the general administration of the Project as herein described.

4.2.2 The Designated Representative will be the Owner's construction representative during the construction until final payment and shall have the responsibility to monitor the Work of the Contractor.

4.2.3 The Designated Representative shall monitor the Work to be performed through completion. His activities shall in no way supersede or dilute the Contractor's obligation to perform the Work in conformance with all contract requirements, but he is empowered, by the Owner, to act on its behalf with respect to the proper execution of the Work and shall give instructions to require such corrective measures as may be necessary, in its opinion, to ensure the proper execution of the contract or to protect the Owner's interest. The Designated Representative shall have the authority to require prompt execution of Work whenever such action may be necessary, in its opinion, to ensure the proper execution of the Work or to protect the interests of the Owner. Except as otherwise provided herein, the Designated Representative shall determine the amount, quality, acceptability, fitness and progress of the Work covered by the Contract without, however, assuming any of the Architect/Engineer's statutory or customary obligations.

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

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

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

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

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

4.2.9 The Designated Representative shall assist the Owner and the Architect/Engineer in the resolution of questions of Contract interpretation. If the Contractor either disagrees with the Designated Representative's interpretation or considers that such interpretation constitutes a constructive change in Contract requirements, the question shall be referred to the Owner for contract interpretation.

4.2.10 The Designated Representative shall establish and recommend administrative procedures for coordinating the activities of the Contractor, the Designated Representative, the Architect/Engineer and the Owner.

4.2.11 The Designated Representative shall monitor the Contractor's submittal schedule.

4.2.12 The Designated Representative shall coordinate the activities of the Testing Agencies with the activities of the Contractor.

4.2.13 The Designated Representative shall review all requests or recommendations for changes affecting this Contract, review proposals, assist in negotiating and submit recommendations thereon to the Owner.
4.2.14 The Designated Representative shall make recommendations, together with the Architect/Engineer where appropriate, to the Owner as to the qualifications of Subcontractors or Suppliers wherever submittals of Subcontractors and Suppliers are required to be furnished under this contract.

4.2.15 The Designated Representative shall transmit to the Owner all written guarantees and warranties which the Contractor is required to furnish under this contract.

4.2.16 The Designated Representative may call meetings which shall be attended by the Contractor, Subcontractors and Material Suppliers, as the Designated Representative may deem necessary.

4.2.17 The Designated Representative shall have the authority to reject Work which does not conform to the Contract Documents and to require any Special Inspection and Testing in accordance with Subparagraph 8.7.2.

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

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

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

4.2.21 The Owner may, at his option, designate the Designated Representative as its representative to perform additional functions, including functions for which other authorized representatives may be designated by the provisions of this contract.

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

4.2.23 The Designated Representative shall, at all times, have access to the Work wherever it is in preparation and progress. When directed by the Designated Representative, the Contractor shall provide facilities for such access so the Designated Representative may perform its functions under the Contract Documents.

4.2.24 In no event shall any act or omission on the part of the Designated Representative relieve the Contractor from its obligation to perform its Work in full compliance with the Contract.

4.3 OWNER'S AND DESIGNATED REPRESENTATIVE'S RIGHT TO STOP WORK

4.3.1 If the Contractor fails to correct defective Work as required by Paragraph 14.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Designated Representative or the Owner through the Designated Representative may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

4.3.2 The Contractor shall bear all costs of such Work stoppage unless it is determined that no fault existed in the Contractor's Work. Any Work stoppage for the correction of defective Work or removal and replacement of unacceptable materials and equipment will not be considered as the basis for any time extension.

4.3.3 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Document and fails within 48 hours after receipt of written notice from the Designated Representative to commence and continue correction of such default or neglect with diligence and promptness, the Designated Representative may, by written notice and without prejudice to any other remedy he or the Owner may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect/Engineer's and the Designated Representative's additional services made necessary by such default, neglect or failure.

4.3.3 The relationship of the Designated Representative to the Owner may be that of an independent contractor and the Designated Representative shall have no authority to bind the Owner in any way with the Contractor, its subcontractors, materials suppliers or any third parties.

ARTICLE 5: CONTRACTOR

5.1 DEFINITION
5.1.1 A Contractor is the person or entity identified as such in the Agreement between the Owner and a Contractor and is referred to throughout the Contract Document as if singular in number and masculine in gender. The term Contractor means the Contractor or its authorized representative.

5.1.2 It is the duty of the Contractor to comply with all procedures established and implemented by the Designated Representative and approved by the Owner as stated herein.

5.2 REVIEW OF CONTRACT DOCUMENTS

5.2.1 The Contractor shall carefully study and compare the Contract Documents, shall investigate existing site conditions, and shall at once report to the Designated Representative any error, inconsistency or omission he may or reasonably should discover.

5.2.2 All soil and test hole data, water table elevations, and soil analyses shown on the drawings or included in the specifications apply only at the locations of the test holes and to the depths indicated. Soil test reports for the test holes which have been drilled are available for inspection at the office of the Director of General Services. Any additional subsurface exploration shall be done by bidders or the Contractor at their own expense.

5.2.3 The indicated elevation of the water table is that existing at the date the test hole was determined. It is the Contractor's responsibility to determine and allow for the elevation of groundwater at the date of project construction. A difference in elevations between groundwater shown in soil boring logs and groundwater actually encountered during construction will not be considered as a basis for extra work.

5.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

5.3.1.1 The Designated Representative may reject any means, methods, techniques, sequences or procedures proposed by the Contractor, which might constitute or create a hazard to the Work or to persons or property, or which will not provide Work in accordance with the Contract Documents. However, neither the Designated Representative's acceptance of nor its failure to reject any means, methods, techniques, sequences and procedures shall relieve the Contractor of its responsibilities to safely and properly complete the Work.

5.3.2 The Contractor shall be responsible to the Owner and the Designated Representative for the acts and omissions of its employees and all its Subcontractors and their agents and employees and other persons performing any of the Work under a contract with the Contractor.

5.3.3 Neither observations nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

5.3.4 The Contractor shall do and be responsible for the correct horizontal and vertical layout out and completion of the Work as per the drawings and written instruction of the Designated Representative including all necessary leveling and checking. The Contractor shall protect and preserve all permanent survey monuments or bench marks and shall bear the expense of replacing any that may be disturbed without permission of the Designated Representative. Replacement of damaged permanent survey monuments or benchmarks shall be performed by a licensed land surveyor hired by the Owner.

5.3.5 The Contractor shall keep the Designated Representative informed of the plan and progress of its Work. No Work shall be closed or covered until it has been duly inspected and approved. Should uninspected Work be covered, the Contractor shall, at its own expense, uncover all such Work so that it can be properly inspected; and after such inspection, he shall properly repair and replace all such Work.

5.4 LABOR AND MATERIALS

5.4.1 The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

5.4.1.1 The Contractor shall accept delivery and store, protect and provide security for any Owner-purchased materials, systems and equipment which are a part of the Work until such items are incorporated into the Work. The Contractor shall document receipt of such materials, systems and equipment on forms acceptable to the Designated Representative.

5.4.1.2 The Contractor shall furnish, install, connect, make operable, and test all heating, ventilating and air conditioning equipment, plumbing fixtures, lighting fixtures, kitchen equipment, and any other mechanical or electrical equipment shown on the plans or called for in the specifications or change orders. In connection therewith, the Contractor shall also furnish
5.4.11 The Contractor shall strictly adhere to the provisions of the California Labor Code regarding minimum wages, the eight-hour day and the forty-hour week, overtime, Saturday, Sunday, and holiday work and non-discrimination because of race, color, national origin, religion, sex, age, or physically handicapped when otherwise qualified. The Contractor shall adhere to the provisions of the California Labor Code, and with Federal, State, and local laws related to labor.

5.4.12 As required by the California Labor Code, Sections 1770 and following, the Contractor shall pay not less than the prevailing rate of per diem wages for each classification of worker employed as determined by the Director of the California Department of Industrial Relations. A copy of the general prevailing rate of per diem wages is available at the General Services Department to be viewed upon request. The Contractor shall post a copy of such wage determination at each job site.

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5.4.13 As provided in Section 1775 of the California Labor Code, as a penalty, the Contractor shall forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Contract by the Contractor or any Subcontractor under him.

5.4.14 The Contractor shall submit completed Payroll Reporting Forms for all Tradesmen employed on the Work with the monthly Progress Payment Application.

5.4.15 Payroll Reporting Forms shall be the forms prescribed by the Owner or computer generated payroll reporting forms which have been approved in writing by the Owner or the Designated Representative.

5.4.16 The Contractor's attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq.

5.4.17 To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and Subcontractors should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the Work. Responsibility for compliance with the law lies with the Contractor.

5.4.18 The Owner's policy is to encourage the employment and training of apprentices in its construction contracts as may be permitted under local apprenticeship standards.

5.4.19 As required by Section 1773.8 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this section.

5.4.20 To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the Work shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and subsistence payments whenever filed thirty (30) days prior to the call for bids.

5.4.21 The Contractor shall comply with all applicable provisions of Sections 1810 to 1815, inclusive of the California Labor Code relating to working hours. As a penalty, the Contractor shall forfeit twenty-five dollars ($25.00) for each worker employed in the execution of the Work by the Contractor or by any Subcontractor for each calendar day during which such work is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of these limits at not less than one and one half (1.5) times the basic rate of pay.

5.5 WARRANTIES AND GUARANTEES

5.5.1 The Contractor, prior to or at the time of Substantial Completion for the Work and during administrative closeout of the project, shall submit three (3) copies of all warranties and guarantees to the Designated Representative for subsequent transmittal to the Architect/Engineer and Owner. All guarantees and warranties shall be in writing on guarantors'/warrantors' stationery or official forms and signed by a responsible company official, and shall be submitted in full force and effect by the Contractor.

5.5.1.1 The Contractor warrants to the Owner and the Designated Representative that all materials and equipment furnished under this contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these requirements, including substitutions not properly approved or authorized, shall be considered defective unless specifically accepted by the Owner. If required by the Designated Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 14.2.

5.5.1.2 The warranty of materials, equipment and workmanship defined in 5.5.1 is separate from, independent of and in addition to any other guarantees in this contract or any other warranties required by the Contract Documents.

5.5.1.3 Except as otherwise specified, all Work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the date of Substantial Completion of the Project and acceptance/occupancy by the Owner in writing, provided that if prior to the acceptance of the entire project, the Owner occupies or uses any separate unit of Work, the guarantee period shall, as to the unit so occupied or used, commence on the date of such occupancy or use, with the further provision that the Owner shall have first agreed in writing that the separate unit shall be occupied or used by the Owner until such certificate has been given. Equipment and facilities, which have seasonal limitations on their operations, shall be guaranteed for one full year from the date of test and acceptance in writing by the Owner.

5.5.1.4 If within any guarantee period, repairs or changes are required in connection the guaranteed Work, as the result of the use of materials, equipment or workmanship which are defective or inferior or not in accordance with the terms of the Contract,
the Contractor shall, promptly, within 48 hours after receipt of notice from the Designated Representative or Owner and without expense to the Owner or the Designated Representative, commence and continue to effect such repairs or changes.

(a.) The Contractor shall place in satisfactory condition, in every particular, all of such guaranteed Work and correct all defects therein.

(b.) The Contractor shall make good all changes to the structure or site or equipment or contents thereof, which, in the opinion of the Architect/Engineer and the Designated Representative is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contract. The Contractor shall make good any Work or materials, or the equipment and contents of structures or site disturbed in fulfilling such guarantee.

(c.) Notifications by Owner of defects shall stop the warranty time period. The guarantee or warranty period for that replaced or restored Work shall be reinstated for the remaining time period, starting on the date of acceptance of the replaced or restored Work.

5.5.1.5 In any case, where in fulfilling the requirement of the Contract or of any guarantee embraced in or required thereby, the Contractor disturbs any Work guaranteed under another contract, he shall restore such Work to a condition satisfactory to the Architect/Engineer and the Designated Representative and guarantee such restored Work to the same extent as it was guaranteed under such other contract.

5.5.1.6 If the Contractor, after notice, fails to proceed within 48 hours to commence and continue to comply with the terms of the guarantee, the Owner or Designated Representative may have the defect corrected in which case the Contractor and its surety shall be liable for all expenses incurred.

5.5.1.7 All special guarantees or warranties applicable to definite parts of the Work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of the Subparagraph 5.5.1.2 during the first year of the life of such special guarantee.

5.5.1.8 Nothing contained in Subparagraph 5.5.1 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for defective Work under Subparagraph 5.5.1. Subparagraph 5.5.1 relates to the specific obligation of the Contractor to correct the Work and does not limit the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the Contractor's Liability with respect to its other obligations under this contract.

5.5.1.9 In the event the Work of the Contractor is to be modified by another Contractor, either before or after the Inspection provided for in Subparagraph 10.7.1, the first Contractor shall remain responsible in all respects under the warranty given in Paragraph 5.5 and under any other warranties provided in the General Conditions or by law. However, the first Contractor shall not be responsible for any defects in materials or workmanship introduced by the Contractor modifying its Work. Both the first Contractor and the Contractor making the modifications shall be responsible solely for the Work done by each. The Contractor modifying the earlier Work shall be responsible for any damage to or defect introduced into the Work which it is modifying.

5.5.1.10 Warranties and guarantees shall clearly define what is to be guaranteed; the extent, terms, conditions, time and effective dates.

5.5.1.11 Copies of the same warranties and guarantees shall be included in the "Owner's Maintenance Manual" as specified herein.

5.5.2 The Owner shall schedule an end of warranty review meeting with the Designated Representative, Architect/Engineer, and Contractor prior to the end of one year warranty to determine any work requiring correction.

5.6 CONTROL OF OPERATIONS AND EMPLOYEES

5.6.1 The Contractor shall not use any of the existing Owner's facilities, such as, but not limited to, toilets, cafeteria, parking areas, power hookup, except with the Owner's written approval.

5.6.2 The Contractor shall confine and perform its operations in those areas where construction is required. Contractor shall protect the contiguous non-construction property. The Contractor shall protect from damage all existing trees, utilities, or other improvements at the site. Should damage result from the Contractor's failure to exercise reasonable care in the performance of its Work, the Contractor shall repair or restore any such damage at its own expense.

5.6.3 Obnoxious behavior or possession or consumption of alcoholic beverages or drugs on the premises is strictly prohibited. Violators shall be promptly discharged from the site.

5.6.4 All roads, siding and other transportation facilities at the site where Work under the Contract is being performed are for the general use and the Contractor's operations must conform to the regulations of the local authorities. If the Work of a
Contractor requires that such facilities be temporarily discontinued, after obtaining Designated Representative's and local authorities' approval, the Work shall be done expeditiously and detour roads, bridges or other temporary structures shall be erected by such Contractor and maintained as directed.

5.6.4.1 To minimize public inconvenience and possible hazards and to restore streets and other work areas to their original condition and former state of usefulness as soon as practicable, the Contractor shall diligently prosecute the work to completion. If, in the Designated Representative's opinion the Contractor fails to prosecute the work to the extent that the above purposes are not being accomplished, the Contractor shall, upon orders from the Designated Representative, immediately take the steps necessary to fully accomplish said purposes. All costs of prosecuting the work as described herein shall be borne by the Contractor. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Designated Representative to do so, the Owner may suspend the work in whole or in part, until the Contractor takes said steps.

5.6.4.2 As soon as possible under the provisions of these specifications, the Contractor shall back fill all excavations and restore to usefulness all improvements existing prior to the start of the work.

5.6.4.3 If work is suspended through no fault of the Owner, all expenses and losses incurred by the Contractor during such suspensions shall be borne by him. If the Contractor fails to properly provide for public safety, traffic, and protection of the work during periods of suspension, the Owner may elect to do so, and deduct the cost thereof from monies due the Contractor. Such action will not relieve the Contractor from liability.

5.6.5 The Contractor shall not disturb any existing structure, piping, apparatus or other Work unless expressly required by the contract. Where cutting, drilling or removals are required in existing walls, floor or roof construction, the Work shall be done in such a manner to safeguard and not endanger the structure and shall in all cases be as approved by the Architect/Engineer. Prior to any cutting, drilling or removals, the Contractor shall investigate both sides of the surface involved, shall determine the exact location of adjacent structural members by visual examination and shall avoid interference with such members. No structural members, such as joists, beams or columns supporting Work that are to remain shall be cut, drilled or removed unless such conditions are shown in detail on the Drawings and reinforcing of members affected or new members to compensate for such cutting, drilling and removals are shown. If unforeseen obstructions are encountered, the Contractor shall take all precautions necessary to prevent damage and shall apply for and obtain full instructions from the Designated Representative, in writing, before proceeding with the Work.

5.6.6 Rights of way or easements for the improvement as shown on the plans will be provided by the Owner. Unless otherwise provided, the Contractor shall make its own arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required by him. The Contractor shall indemnify and hold the Owner, Designated Representative, and Architect/Engineer harmless from all claims for damages occasioned by such actions.

5.6.7 The Contractor shall remove and dispose at no cost to the Owner and with the Owner's approval, existing improvements for which no specific disposition is made on the plans but which could interfere with the work.

5.7 PERMITS, FEES AND NOTICES

5.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits including encroachment permits, governmental fees, licenses and inspections necessary for the proper execution and completion of this Work, which are customarily secured after execution of the contract and which are legally required at the time bids or proposals are received.

5.7.1.1 The Project pays County Building Permit Fees.

5.7.1.2 The Owner will pay for building permits required by other governmental entities.

5.7.1.3 The Contractor shall sign for all building permits and shall be responsible for all inspections required.

5.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work.

5.7.3 Unless otherwise provided in the Contract Documents, it is the responsibility of the Contractor to make certain that the Contract Documents are in accordance with the applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Designated Representative in writing and any necessary changes shall be by appropriate Modification.

5.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notices to the Designated Representative he shall assume full responsibility therefore and shall bear all costs attributable thereto.

5.8 ALLOWANCES

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5.8.1 The Contractor shall include in the Contract Sum as defined in Subparagraph 10.1.1, all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Designated Representative may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

5.8.2 Unless otherwise provided in the Contract Documents, all allowances shall cover the cost to the Contractor, less applicable trade discount, of the materials and equipment required by the allowances delivered at the site and all applicable taxes.

5.8.3 Unless otherwise provided in the Contract Documents, the Contractor's costs for unloading and handling (including hoisting) on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance.

5.8.4 Unless otherwise provided in the Contract Documents, whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which recognizes changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

5.9 SUPERINTENDENT

5.9.1 The Contractor shall employ an experienced, competent superintendent and necessary assistants who shall be in attendance at the Project site full time during the progress of the Work until the date of Substantial Completion and for such additional time thereafter as the Designated Representative may deem necessary for the expeditious completion of the Work. The superintendent shall be satisfactory to the Designated Representative and shall not be changed without the consent of the Designated Representative, unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in its employ. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

5.9.2 The Contractor shall submit a job organization chart and resumes which identify the key personnel he intends to assign to the project, to the Designated Representative within 48 hours after receipt of the Notice to Proceed. The Owner, acting through the Designated Representative, reserves the right to approve the Contractor's proposed personnel and anyone not so approved shall be immediately replaced by someone acceptable. If in the course of construction, the Owner, on advice of the Designated Representative, determines that it would be in its best interest to request a change in the Contractor's personnel, he may do so; and the Contractor shall immediately assign a suitable replacement who is acceptable to the Owner and the Designated Representative at no additional cost.

5.9.2.1 A duly authorized representative of the Contractor shall be available for emergency telephone communication from the Owner or Designated Representative on a 24 hour basis, seven days a week during the performance of the Work.

5.10 CONSTRUCTION SCHEDULE

5.10.1 Submission of Schedule and Format

5.10.1.1 Within 5 calendar days of the Notice to Proceed, the Contractor shall submit to the Designated Representative a construction Schedule covering the entire project.

5.10.1.2 The Schedule shall be prepared utilizing the critical path method of scheduling. The Schedule will show the Contractor's plan for construction in sufficient detail to indicate the sequence of construction and planned dates for achieving major milestones.

5.10.1.3 The maximum duration for any single activity will be twenty (5) working days, with the exception of "Fabrication and Delivery" activities. Although portions of the Work may take longer than 20 working days, all work shall be presented in the schedule to allow for monitoring of progress through completion of incremental activities with a duration not exceeding 5 days.

5.10.1.4 A sufficient number of activities will be carried in the schedule so that each subcontract subdivision is represented and the planned start and completion of each Subcontractor's Work can be determined.

5.10.1.5 All submittals required by the specifications will be scheduled along with the approval period (fifteen calendar days minimum) and fabrication and delivery periods.

5.10.1.6 The Contractor shall submit to the Designated Representative for approval a hand prepared critical path schedule and bar charts. The hand prepared schedule shall contain the following information and shall be presented in a legible format acceptable to the Designated Representative. In lieu of the hand prepared documents, a computer generated schedule and reports may be submitted.

(a.) The critical path schedule shall indicate for each activity:

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The Contractor shall submit a bar chart schedule listing all activities in the schedule as organized by responsibility, area or date as approved by the Designated Representative. The bar chart shall include all the information listed in paragraph (a.) above for each activity except the listing of predecessor and successor activities.

5.10.1.7 If construction must commence during Schedule preparation and approval period, the Contractor shall prepare a sixty (60) calendar day schedule to cover the initial field construction and submittals. Activities on this Schedule should have maximum durations of five (5) days to allow for monitoring of progress through completion of the incremental activities.

5.10.1.8 The Schedule documents will be submitted in six (6) copies. At the time of submittal, The Contractor's lead on-site manager or superintendent will make a presentation to the Designated Representative on the planned construction sequence/schedule. Within thirty (30) calendar days of receipt, the Designated Representative will notify the Contractor, in writing, as to any objections to the Schedule submitted. If the Schedule is deemed objectionable, the Contractor will have five (5) calendar days from receipt to revise the schedule and resubmit it as above. The Contractor's presentation will include, but not be limited to:

(a.) Describing the sequence and phasing of work.
(b.) Delineating any area subdivision used to plan the work sequence/schedule.
(c.) Identifying the critical path.
(d.) Identifying when the milestone events specified herein are planned to be achieved (earliest and latest times).
(e.) Any plans for shift work, weekend work, or extended work weeks and non-work days (i.e. holidays observed).
(f.) Any planned interruptions of building power, water, communications, or other utilities.
(g.) Any assumptions used in planning and sequencing the work.
(h.) Long lead fabrication items.
(i.) Manpower projections for the project.
(j.) Noise/dust control measures.
(k.) Safety plan.
(l.) Plans for moving materials into the building and removing refuse and debris.
(m.) Any other planning information requested by the Owner or its Designated Representative prior to the presentation.

5.10.2 Updating of the Schedule

5.10.2.1 The Schedule documents will be updated monthly at a minimum to reflect progress through the "Data Date". All contract changes as they are agreed to shall be specifically incorporated into the appropriate Schedule update. The Data Date may be the last working day of the month or it may be the "closure" date of the requisition for payment, as approved by the Designated Representative. However, when one of the above Data Dates is selected, it will be used throughout the project. The update will be submitted within seven (7) calendar days following the Data Date.

5.10.2.1 The Contractor shall submit marked up copies of the approved critical path schedule and the bar chart indicating progress through the data date. If the Contractor has elected to submit a computer generated schedule, monthly update reports and schedule plots shall be submitted as directed by the Designated Representative.

5.10.3 Revision of the Schedule

5.10.3.1 Every effort shall be made by all parties to Work in accordance with the accepted Project Schedule. The Schedule will be revised only if the actual status of Work cannot be brought into conformance with the existing Schedule. If the Schedule is revised, the revised Schedule will be submitted as if any initial Schedule.

5.10.4 Minor Changes of the Schedule

5.10.4.1 The Schedule is not considered to be "revised" if the Contractor must make minor changes, such as:

(a.) Adding additional details to a sub-network to facilitate coordination of subcontract Work.
(b.) Additions/deletions/modifications of Schedule activities to reflect Work added or deleted by change order.

5.10.5 Extensions of Contract Time
5.10.5.1 All claims for extensions to contract time shall be supported by a detailed comprehensive analysis of the accepted Schedule. This analysis shall provide sufficient supporting evidence to justify a time extension. No time claims will be considered without the supporting analysis. If a time extension is granted, it shall be included in the next update of the Schedule.

5.10.6 During Construction

5.10.6.1 Construction milestone event dates will be incorporated into the detailed Construction Schedule as "target dates". These dates will be clearly noted and fixed on the Schedule graphics and corresponding computer file. It is the intent that the Work will be undertaken so as to achieve each target date and thereby achieve overall project completion as specified in the Contract.

5.10.6.2 The milestone event target dates will not be revised unless delays beyond the control of the Contractor occur.

5.10.6.3 If, when the Schedule is updated, the planned dates for achieving any milestone(s) falls more than ten (10) working days behind the target date(s), and if this has occurred through no fault of the Owner, the Architect/Engineer or their consultants, the Contractor may be directed by the Owner or the Designated Representative, to take any and all actions required to bring the actual construction back into accordance with the target dates.

5.10.6.4 When the Contractor falls behind its schedule and is not entitled to any time extension other than extensions already reflected in the current approved schedule, he shall submit its plan for bringing the Work back up to schedule and shall implement the plan. If other measures will not be sufficient to make up the lag, the Contractors plan and implementation thereof shall include, but not be limited to increasing the number of shifts and days of Work, additional Work, additional equipment, increasing manpower and expediting deliveries, all at the Contractor's sole expense.

5.10.6.5 If the Contractor works overtime, more than forty (40) hours per week, Saturdays, Sundays or holidays; whether by choice or by necessity, the Contractor shall be responsible for the reimbursement of the Owner for additional costs incurred for the Owner's, Designated Representative's and Architect/Engineer's overtime services.

5.10.6.6 In the event the Contractor fails or refuses to implement such measures as will bring its Work back up to conformity with the approved schedule, its right to proceed with any or all portions of the Contract requirements may be canceled or suspended; but permitting the Contractor to proceed shall in no way operate as a waiver of any rights of the Owner or deprive the Owner of its rights under any provisions of this contract.

5.10.6.7 The Contractor shall include milestone activities in the Schedule as applicable to the Work. Milestone events shall at a minimum include the following:

(a.) Demolition and Excavation complete  
(b.) Start foundation concrete  
(c.) Complete footings and piers  
(d.) Complete all subgrade concrete construction  
(e.) Each level's structural slab complete  
(f.) Roof level structural slab complete  
(g.) Penthouse Level structural slab complete  
(h.) Begin structural steel  
(i.) Complete structural steel  
(j.) Complete decks/structure  
(k.) Permanent power available  
(l.) Temporary heating/cooling available  
(m.) Begin roofing  
(n.) Complete roofing  
(o.) Begin exterior facades  
(p.) Complete exterior facades  
(q.) Begin exterior glazing  
(r.) Complete exterior glazing  
(s.) Building dry-in  
(t.) Elevators operational  
(u.) Begin mechanical/electrical/plumbing rough-in  
(v.) Begin building controls  
(w.) Complete building controls  
(x.) System start-up  
(y.) Begin partition rough-in  
(z.) Complete partition rogh-in  
(aa) Begin drywall  
(bb) Begin finishes and millwork  
(cc) Complete finishes and millwork
(dd) Begin site work and landscaping
(ee) Complete grading
(ff) Begin underground utilities
(gg) Complete underground utilities
(hh) Complete site paving
(ii) Complete landscaping
(jj) Substantial completion
(kk) Start installation of Owner furnished equipment
(ll) Project complete/beneficial occupancy

5.10.7 Owner Directed Schedule

5.10.7.1 On projects involving extensive coordination between the Contractor and the Owner's ongoing operations, the Owner may issue with the Contract Documents an Owner Directed Schedule which shall be used by the Contractor in preparing its plan of operations. The Contractor shall not deviate from the Owner Directed Schedule without the written prior approval of the Owner or Designated Representative. As indicated in Paragraph 5.10.6, the Contractor may be directed by the Owner or Designated Representative to take any and all actions required to perform the actual construction in accordance with the Owner Directed Schedule and its "target dates".

5.11 SUBMITTAL SCHEDULE

5.11.1 The Contractor shall prepare a schedule of required submittals not later than fourteen (14) days after the receipt of the Notice to Proceed. The schedule shall include a complete list of items requiring shop drawings, design mixes, material certification, product data, brochures, catalog cuts, etc., to be approved by the Architect/Engineer. The Contractor shall coordinate all submittals requiring approvals by code enforcement agencies and shall include these special approvals in the submittal schedule. The schedule is to be submitted on a form approved by the Designated Representative. The schedule shall be updated monthly or as required by the Designated Representative. All shop drawings and other submittals shall be accompanied by a transmittal letter and reference should be indicated to the item numbers of the above mentioned schedule. The Contractor is to indicate the following in its submittal schedule.

(a.) Description of item
(b.) Specification division, page numbers, article and paragraph
(c.) Type of submittal (shop drawings, sample, product data)
(d.) Date that submittal shall be delivered to the Designated Representative's office.
(e.) Date that Contractor must have approval.
(f.) Date that material, equipment must be on site in order to maintain the Contractor's progress schedule.

5.11.2 The Contractor's submittal schedule shall allow reasonable time (15 calendar days minimum) for review by the Designated Representative and the Architect/Engineer, and revision or correction, resubmittal and approval, sufficiently in advance of the time that the item is scheduled for incorporation into the Work.

5.11.3 The Designated Representative and the Architect/Engineer shall review the Contractor's submittal schedule for completeness, fulfillment of Specification requirements and compatibility with the anticipated construction schedule. The sequence and duration of Contractor, Architect/Engineer, Designated Representative activities on the submittal schedule may be adjusted by the Designated Representative.

5.12 DRAWINGS AND SPECIFICATIONS AT THE SITE

5.12.1 The Contractor shall maintain at the site for the Designated Representative and the Architect/Engineer, two (2) copies of all drawings, specifications, addenda, change orders, responses to requests for information, proposals and other modifications, in good order and marked currently to record all changes made during the construction, including any changes in locations, size and arrangement of the various components of the Work or any other variations from the drawings or shop drawings. The Contractor shall mark each drawing as the Work shown thereon is completed in the field, revising any or adding lines, dimensions, elevations, depths, notes or any other information required to accurately record conditions. These drawings, marked to record all changes during the construction and approved shop drawings, product data, samples, addenda, change orders, responses to requests for information, proposals and other records of modifications shall be delivered to the Designated Representative, for the Owner, upon completion of the Work.

5.12.1.1 In addition to maintaining and delivering to the Designated Representative those record drawings required by Subparagraph 5.12.1, the Contractor shall also prepare and submit to the Designated Representative, upon completion of the Work, record reproducible drawings if the technical specifications so require.

5.13 USE OF SITE
5.13.1 The Contractor shall confine operations at the site to areas approved by the Designated Representative, permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

5.13.2 The Contractor shall not disturb existing monuments and markers at the site. Should monuments or markers or both be disturbed at any time by the Contractor, he shall bear the cost of a licensed surveyor engaged by the Owner for the purpose of relocating such monuments or markers.

5.13.3 The Contractor shall lay out its Work and shall be responsible for the accuracy of all lines, elevations and measurements, grading, utilities and other Work executed by him under his Contract. He must exercise proper precaution to verify figures shown on drawing before laying out Work and will be held responsible for any error resulting from its failure to exercise such precaution.

5.13.4 All discrepancies shall be brought to the attention of the Designated Representative in writing for review and direction before proceeding with the Work. Should the Contractor proceed without direction, he shall be responsible to make whatever changes are necessary and pay call costs incurred by that Contractor, the Designated Representative, the Owner or other Contractors.

5.13.5 Any enclosure including safety barricades, perimeter rails, opening covers and devices required to protect the Work, workmen, materials or equipment shall be provided by the Contractor.

5.13.6 Weather protection shall be supplied by the Contractor and shall include all enclosure, supplemental heating and furnishing all other features (insulation, etc.), or meeting conditions required by the Designated Representative or by the specifications relative to the Contractor's Work, to protect the Work and any materials stored on site.

5.13.7 Protection of finished Work until acceptance shall be furnished by the Contractor.

5.14 CUTTING AND PATCHING WORK

5.14.1 The Contractor shall be responsible for all cutting or patching that may be required to complete the Work or to make its several parts fit together properly. He shall provide protection of existing Work as required.

5.14.2 The Contractor shall not damage or endanger any portion of the Work or the Work of any separate contractors by cutting, patching or otherwise altering any Work or by excavation. The Contractor shall not cut or otherwise alter the Work of any separate contractor except with the written consent of the Designated Representative and of such separate contractor. The Contractor shall not unreasonably withhold from any separate contractor its consent to cutting or otherwise altering the Work.

5.14.3 The Contractor shall not cut, weld to or otherwise alter any structural member without the written consent of the Architect/Engineer obtained through the Designated Representative.

5.15 DAILY AND FINAL CLEAN UP

5.15.1 The Contractor shall be responsible for daily and final clean up and continuous removal of all rubbish and debris from the building and site.

5.15.1.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work he shall remove all its waste materials and rubbish from and about the Project, as well as all its tools, construction equipment, machinery and surplus materials.

5.15.2 The job site shall be maintained in a neat and orderly condition and kept free from accumulations of waste materials and rubbish during the entire construction period. Remove all crates, cartons and other flammable waste materials or trash from the Work areas at the end of each working day to appropriate waste hauling receptacles.

5.15.3 Elevator shafts, electrical closets, pipe and duct shafts, chases, furred spaces and similar spaces which are generally unfinished, shall be cleaned and left free from rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt and dust before Substantial Completion inspection.

5.15.4 The Contractor shall be responsible for the cleaning of all surfaces as necessary to make them free of spatters or other deposits of paint, plaster, mortar, concrete, adhesives, roofing, dirt, soil, oil, and all other materials foreign to the surface involved.

5.16 COMMUNICATIONS

5.16.1 The Contractor shall forward all communications to the Owner and Architect/Engineer through the Designated Representative.
5.18.1.1 The Contractor shall promptly return telephone calls or respond to any other form of communication initiated by the Designated Representative. Failure to promptly do so shall be considered lack of performance on the part of the Contractor.

5.18.1.2 All written correspondence to the Designated Representative shall be dated and signed by the Contractor or its authorized representative.

5.18.2 Weekly project progress review meetings will be conducted with Designated Representative, Architect/Engineer, their consultants as necessary, and Contractor in attendance. The Designated Representative may call for special meetings of the Contractor, Subcontractors and material suppliers as he deems necessary for the proper coordination of the Work. Such meetings shall be held at the job site on regular working days during regular working hours. Unless otherwise directed by the Designated Representative, attendance shall be mandatory for all parties notified to attend the meeting.

5.17 ROYALTIES AND PATENTS

5.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner and Designated Representative harmless from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or its agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

5.18 INSURANCE

5.18.1 Indemnification

5.18.1.1 CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or its agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

5.18.1.2 CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

5.18.2 Insurance Requirements for Contractor

5.18.2.1 Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverage's at its sole cost and expense. All insurance coverage's are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

5.18.2.2 Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

5.18.2.3 General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than $1,000,000 per occurrence and
If the policy providing liability coverage is on a ‘claims-made’ form, the CONTRACTOR is required to maintain such
5.19.1.4 The Contractor shall maintain current records on an appropriate approved format of all inspections and tests performed.
5.19 CONTRACTOR QUALITY CONTROL SYSTEM
5.19.1 The Contractor shall provide and maintain an effective quality control program of Contractor inspection system, which will
assure that all supplies and services required under the Contract conform to the Contract Documents whether constructed
or processed by the Contractor or procured from subcontractors or vendors. The Contractor shall substantiate that all
supplies and services conform to the Contract Documents and shall also perform or have performed all inspections and
tests otherwise required by the Contract Documents unless the required inspection and test is specifically designated to be
performed by the Owner or the Owner's designated representative. Mechanical and electrical personnel, either engineers
or highly qualified technicians shall be provided during the testing, balancing, adjusting and regulating mechanical and
electrical devices and systems. The Contractor's inspection system shall be documented, as specified herein, and shall be
available for review by the Designated Representative prior to the start of construction and throughout the life of the
Contract. The Contractor shall notify the Designated Representative in writing of any proposed change to its inspection
system and change shall be subject to disapproval if they would, in the opinion of the Designated Representative, result in
non-conformance with the Contract requirements. The Contractor's inspection system shall include the minimum
requirements stated below. The Contractor's full time job site superintendent may function as the Contractor's Contractor
Quality Control representative.
5.19.1.1 Preparatory Inspection: The Contractor's Quality Control organization shall perform prior to the beginning any Work on
any definable segment of Work; a review of contract requirements; a check to assure that all materials and equipment
have been tested, submitted and approved; a check to assure that provisions have been made to provide required control
testing; examination of the Work area to ascertain that all preliminary Work has been completed; and a physical
examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that
all material and equipment are on hand. As a part of this preparatory Work, the Contractor's Quality Control organization
will review and certify all shop drawings, certificates and other submittal data prior to submission to the Designated
Representative. Each submittal offered to the Designated Representative will bear the date and the signature of a member
of the Contractor's Quality Control organization indicating that he has reviewed the submittal and certified it to be in
compliance with the Contract Documents (or showing the required change). The Designated Representative shall be
notified a minimum of seventy two (72) hours prior to the beginning of a Preparatory Inspection.
5.19.1.2 Initial Inspection: The Contractor's Quality Control organization shall perform, as soon as a representative segment of the
particular item of Work has been accomplished, an examination of the quality of workmanship and a review of control
testing for compliance with Contract Requirements, use of defective or damaged materials, omissions, and dimensions
requirements.
5.19.1.3 Follow-Up Inspection: The Contractor's Quality Control organization shall perform daily, or as frequently as necessary,
follow up inspections to assure continuing compliance with Contract Requirements, including control testing, until
completion of the particular segment of the Work.
5.19.1.4 The Contractor shall maintain current records on an appropriate approved format of all inspections and tests performed.
These records should provide factual evidence that the required inspections or tests have been performed, including type
and number of inspections or tests involved; results of inspections or tests; nature of defects, causes for rejection, etc.;
proposed remedial action and corrective actions taken. The Contractor shall not build upon or conceal any feature of the
Work containing uncorrected defects, and payment on deficient items will be withheld until satisfactorily corrected or other
actions taken as authorized. These records must cover both conforming and defective items and shall include a statement
$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over $10,000 requires approval by the
COUNTY.
Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or
policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and
non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for
a loss covered by this policy, that other insurance shall be excess only."
If the policy providing liability coverage is on a ‘claims-made’ form, the CONTRACTOR is required to maintain such
coverage for a minimum of three years following completion of the performance or attempted performance of the
provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written
notice prior to cancellation or expiration of the policy or reduction in coverage.
5.18.2.4 CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance
documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall
maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition
precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of
insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for
payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be
deemed a waiver of COUNTY'S rights to insurance coverage hereunder. In the event the CONTRACTOR is not able to
comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S
expense, provide compliant coverage.
5.19.2.4 The Contractor shall maintain current records on the required insurance. Said policy or policies shall contain a
provision of the following form: “Such insurance as is afforded by this policy shall be primary and non-contributory to the
full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by
this policy, that other insurance shall be excess only.”
COUNTY shall require said policy or policies to be in effect for a minimum of three years following completion of
performance or attempted performance of the provisions of this agreement. Said policy or policies shall contain a
provision of the following form: “Such insurance as is afforded by this policy shall be primary and non-contributory to the
full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by
this policy, that other insurance shall be excess only.”
If the policy providing liability coverage is on a ‘claims-made’ form, the CONTRACTOR is required to maintain such
coverage for a minimum of three years following completion of the performance or attempted performance of the
provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written
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5.18.2.4 CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance
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maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition
precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of
insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for
payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be
deemed a waiver of COUNTY'S rights to insurance coverage hereunder. In the event the CONTRACTOR is not able to
comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S
expense, provide compliant coverage.
5.19 CONTRACTOR QUALITY CONTROL SYSTEM
5.19.1 The Contractor shall provide and maintain an effective quality control program of Contractor inspection system, which will
assure that all supplies and services required under the Contract conform to the Contract Documents whether constructed
or processed by the Contractor or procured from subcontractors or vendors. The Contractor shall substantiate that all
supplies and services conform to the Contract Documents and shall also perform or have performed all inspections and
tests otherwise required by the Contract Documents unless the required inspection and test is specifically designated to be
performed by the Owner or the Owner's designated representative. Mechanical and electrical personnel, either engineers
or highly qualified technicians shall be provided during the testing, balancing, adjusting and regulating mechanical and
electrical devices and systems. The Contractor's inspection system shall be documented, as specified herein, and shall be
available for review by the Designated Representative prior to the start of construction and throughout the life of the
Contract. The Contractor shall notify the Designated Representative in writing of any proposed change to its inspection
system and change shall be subject to disapproval if they would, in the opinion of the Designated Representative, result in
non-conformance with the Contract requirements. The Contractor's inspection system shall include the minimum
requirements stated below. The Contractor's full time job site superintendent may function as the Contractor's Contractor
Quality Control representative.
5.19.1.1 Preparatory Inspection: The Contractor's Quality Control organization shall perform prior to the beginning any Work on
any definable segment of Work; a review of contract requirements; a check to assure that all materials and equipment
have been tested, submitted and approved; a check to assure that provisions have been made to provide required control
testing; examination of the Work area to ascertain that all preliminary Work has been completed; and a physical
examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that
all material and equipment are on hand. As a part of this preparatory Work, the Contractor's Quality Control organization
will review and certify all shop drawings, certificates and other submittal data prior to submission to the Designated
Representative. Each submittal offered to the Designated Representative will bear the date and the signature of a member
of the Contractor's Quality Control organization indicating that he has reviewed the submittal and certified it to be in
compliance with the Contract Documents (or showing the required change). The Designated Representative shall be
notified a minimum of seventy two (72) hours prior to the beginning of a Preparatory Inspection.
5.19.1.2 Initial Inspection: The Contractor's Quality Control organization shall perform, as soon as a representative segment of the
particular item of Work has been accomplished, an examination of the quality of workmanship and a review of control
testing for compliance with Contract Requirements, use of defective or damaged materials, omissions, and dimensions
requirements.
5.19.1.3 Follow-Up Inspection: The Contractor's Quality Control organization shall perform daily, or as frequently as necessary,
follow up inspections to assure continuing compliance with Contract Requirements, including control testing, until
completion of the particular segment of the Work.
5.19.1.4 The Contractor shall maintain current records on an appropriate approved format of all inspections and tests performed.
These records should provide factual evidence that the required inspections or tests have been performed, including type
and number of inspections or tests involved; results of inspections or tests; nature of defects, causes for rejection, etc.;
proposed remedial action and corrective actions taken. The Contractor shall not build upon or conceal any feature of the
Work containing uncorrected defects, and payment on deficient items will be withheld until satisfactorily corrected or other
actions taken as authorized. These records must cover both conforming and defective items and shall include a statement
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that all supplies and materials, incorporated in the Work, are in full compliance with the terms of the contract. Legible copies shall be furnished to the Designated Representative. The report will cover all Work placement subsequent to the previous report and will be verified by the prime Contractor's Quality Control representative. The Contractor shall include in all subcontracts, purchase orders or other agreements, either written or oral, with a commercial testing laboratory for quality control testing under the subject Contract, a requirement that copies of any test reports, data or other information relating to tests conducted by said laboratory under this Contract, be mailed simultaneously to the Designated Representative when said report, data or other information are mailed or delivered to the Contractor.

5.19.1.5 The Contractor shall establish controls necessary to assure scheduled completion dates established by the Contract are not impacted by the delinquent submittal data and operational tests. Sixty (60) days in advance of the Substantial Completion and prior to scheduling a pre-final inspection of the Work, or any phase of Work, under the Contract, the Contractor's Quality Control organization shall submit to the Designated Representative a complete and factual report of all remaining submittals, inspections and tests required prior to acceptance of the Work. The report shall include the following:

(a.) A list of outstanding shop drawing submittals or re-submittals requiring approval by the Contractor.

(b.) A list of manuals, test reports, spare parts, keys, etc., to be furnished to the Designated Representative and scheduled submittal dates.

(c.) Schedule of required operations tests and instruction periods.

(d.) Scheduled delivery dates for materials or equipment impacting contract completion dates.

(e.) Plan of action by the Contractor for correcting all known contract deficiencies including delay in scheduled progress.

5.19.1.6 The Contractor shall maintain marked-up documents depicting Record Document conditions. These drawings will be maintained in a current condition at all times until completion of the Work and will be available for review by the Designated Representative at all times. All variations from the Contract Documents, for whatever reason, including those occasioned by the required coordination between trades, will be indicated. These variations will be shown in the same general detail utilized in the Contract Documents. Upon Substantial Completion, the marked-up documents shall be furnished to the Designated Representative for delivery to the Owner or the Owner's designated representative. The Contractor shall also furnish Record Documents as provided in the Technical Provisions of the specifications.

5.19.1.7 After the Contract is awarded and before construction operations are started, the Contractor shall meet with the Designated Representative and discuss the inspection system requirements. The meeting shall develop mutual understanding relative to details of the Contractor's Quality Control system including the form to be used for recording the inspection, administration of the system and the interrelationship of the Contractor and the Designated Representative. The Contractor shall furnish to the Designated Representative within five (5) days after receipt of the Notice to Proceed, an inspection system plan which shall include the procedures, instructions and reports to be used. No progress payments will be processed under this Contract until the inspection plan is acceptable to the Owner and the Designated Representative. The Contractor's Quality Control plan documentation will include the following minimum elements:

(a.) The inspection organization.

(b.) Number and qualifications of inspection personnel to be used.

(c.) Authority and responsibilities of inspection personnel.

(d.) Schedule of use of inspection personnel by types and phase of Work.

(e.) Methods of inspection, including Subcontractor's work.

(f.) Test methods including as specified, name of qualified testing laboratory to be used, if applicable.

(g.) Method of documenting inspection and testing.

(h.) A copy of a letter of direction to the Contractor's Quality Control representative responsible for the quality control inspection, outlining its duties and responsibilities and signed by a responsible officer of the firm.

5.19.1.8 The Contractor's Quality Control inspection system shall provide for procedures which will assure that the latest applicable drawings, including shop drawings, specifications and instruction required by the contract, as well as authorized changes thereto, are used for fabrication, inspection and testing.

5.19.1.9 The Designated Representative and the Architect/Engineer reserves the right to inspect at source supplies or services not manufactured or performed within the Contractor's facility. The Designated Representative's and the Architect/Engineer's inspection shall not constitute acceptance, nor shall it in any way replace Contractor inspection or otherwise relieve the Contractor of its responsibility to furnish an acceptable end item. When inspection at Subcontractor's plant is performed by the Designated Representative, such inspection shall not be used by Contractor as evidence of effective inspection by such Subcontractor.

5.19.1.10 The Designated Representative may notify the Contractor or its Quality Control representative at the site of noncompliance with the foregoing provisions. This notice may be in writing by a form titled "Deficiency Correction Report" or "Notice of Noncompliance". The Contractor shall immediately, upon receipt of said notice, indicate the corrective action which will be
5.19.2 Certificates of Compliance: The Designated Representative may require certificates of compliance with the specifications for materials or manufactured items produced outside of the job site. Such certificates will not relieve the Contractor from the requirements of providing material and manufactured items complying with the specifications even though they have been incorporated into the job.

5.19.3 Weighing Equipment: All scales used for proportioning materials shall be inspected for accuracy and certified within the past twelve (12) months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a Scale Mechanic registered with or licensed by the County.

5.19.3.1 The accuracy of the work of a scale service agency, except as stated herein, shall meet the standards of the California Business and Professions Code and the California Administrative Code pertaining to weighing devices. A certificate of compliance shall be presented prior to operation to the Designated Representative for approval and shall be renewed whenever required by the Designated Representative at no cost to the Owner.

5.19.3.2 All scales shall be so arranged that they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1% when tested with the plant shut down. Weight equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2% for any setting nor 1-1/2% for any batch.

5.20 COMPLETION INSPECTIONS

5.20.1 Contractor's Quality Control Completion Inspection: Based upon the Designated Representative's concurrence that the Work is nearing Substantial Completion, at least 15 days prior to pre-final inspection, the Contractor's Quality Control Inspection personnel shall conduct a detailed inspection. The Designated Representative shall be notified of the inspection date in order that he may participate, if he so elects. The Work shall be inspected for conformance to plans, specifications, quality, workmanship and completeness. The Contractor shall prepare an itemized list of Work not properly completed, inferior workmanship or not conforming to Contract Documents. The list shall also include outstanding administrative items such as Record Documents, operations and maintenance manuals, spare parts, installed property list, etc. The list shall be included in the Quality Control documentation and submitted to the Designated Representative with an estimated date for correction of each deficiency within five (5) working days after conducting this inspection.

5.20.2 Pre-Final Inspection: The Contractor's Quality Control Inspection personnel, its superintendent, or other primary management person and the Designated Representative will be in attendance at this inspection. Additional Owner personnel, including but not limited to those from the Owner's General Services Department user groups, Board of Supervisors and the Architect/Engineer may be in attendance. The pre-final inspection will be formally scheduled by the Owner or the Designated Representative based upon notice from the Contractor. This notice will be given to the Owner or the Designated Representative at least fifteen (15) days prior to the pre-final inspection and must include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with the remaining Contract Work will be complete and acceptable by the date scheduled for the pre-final inspection. Failure of the Contractor to have all Contract Work acceptably complete for this inspection will be the cause of the Owner or the Designated Representative to be reimbursed by the Contractor for the additional inspection costs of the Owner or the Designated Representative. At this inspection, the Owner or the Designated Representative will develop a specific list of incomplete and unacceptable Work performed under the Contract and will subsequently furnish this list to the Contractor. Failure of the Owner or the Designated Representative to detect or list all incomplete and unacceptable Work during this inspection will not relieve the Contractor from acceptably performing all Work required by the Contract Documents. The Owner or the Designated Representative, at their option, may accept this inspection as the final acceptance inspection, if in its opinion the completion status of the inspected facilities and other Work performed under the Contract warrant this consideration.

5.20.3 Final Acceptance Inspection: The Contractor's Quality Control Inspection personnel, its superintendent or other primary management persons and the Owner or the Designated Representative will be in attendance at this inspection. Additional Owner personnel including, but not limited to, those from the Owner's General Services Department, user groups, Board of Supervisors and the Architect/Engineer may also be in attendance. The final acceptance inspection will be formally scheduled by the Owner based upon the Contractor's written assertion to the Owner that the Work is complete. This notice will be given to the Owner or the Designated Representative at least fifteen (15) days prior to the final acceptance inspection and must include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining Work performed under the Contract, will be complete and acceptable by the
date scheduled for the final acceptance inspection. Failure of the Contractor to have all Work acceptably complete for this inspection will be cause for the Owner and the Designated Representative to bill the Contractor for any additional inspection costs.

5.20.4 If, in the Designated Representative's judgment, the work has been completed in accordance with the plans and specifications and is ready for acceptance he will so certify to the Owner, which may accept the completed work. The Designated Representative will, in its certification to the Owner, give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the work. This will also be the date to which liquidated damages will be computed.

5.21 WARRANTY OF CONSTRUCTION

5.21.1 Performance Bond: It is understood that the Contractor's Performance Bond will remain effective throughout the life of all warranties and warranty extensions.

5.21.2 In the event that the Contractor or its designated representative fails to commence and diligently pursue all Work required under Paragraph 5.5 within a reasonable time after receipt of written notification pursuant to the requirements thereof, the Owner or the Designated Representative shall have the right to demand that said Work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Owner or the Designated Representative shall have the Work performed by others, and after completion of the Work, shall make demand for reimbursement of any or all expenses incurred by the Owner while performing the Work, including, but not limited to, administrative personnel.

5.21.3 Warranty repair work which arises to threaten the health or safety of personnel or the safety of property or equipment will be handled by the Contractor on an immediate and timely basis as directed verbally by the Owner or the Designated Representative. Written verification will follow the Owner's or the Designated Representative's verbal instructions. Failure of the Contractor to respond as verbally directed will be cause for the Owner or the Designated Representative to have the warranty repair work performed by others and to proceed against the Contractor as outlined in Paragraph 5.21.2 above.

5.21.4 Pre-Warranty Conference: Prior to Substantial Completion and at a time designated by the Owner or the Designated Representative, the Contractor shall meet with the Owner or the Designated Representative to develop a mutual understanding with respect to the requirements of Paragraph 5.5 of this specification. The Owner or the Designated Representative shall establish communication procedures for the Contractor notification of warranty defects, priorities with respect to the type of defect and reasonable time required for the Contractor response and other details deemed necessary by the Owner or the Designated Representative for the execution of the construction warranty. In connection with these requirements, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and maintain warranty Work action on behalf of the Contractor. This single point of contact will be located within the local service area of the warranted construction and will be responsive to the Owner's inquiry on warranty Work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with Paragraph 5.5.

5.22 SUBCONTRACTS

5.22.1 Each bidder shall file with its bid the name, license number, and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid. Each bidder shall state the portion of the work which will be done by each subcontractor under this act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in its bid.

5.22.2 In each instance, the nature and extent of the work to be sublet shall be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

5.22.3 The Contractor must have the written consent of the Owner to substitute a subcontractor other than that designated in the original bid, to permit any subcontract to be assigned or transferred, or to allow a subcontract to be performed by other than the original subcontractor. The Contractor shall submit an acknowledgment signed by the original subcontractor that there is no objection to its replacement by another subcontractor. Any substitution of subcontractors must comply with California Public Contract Code 4107.

5.22.4 Subcontracting of work for which no subcontractor was designated in the original bid, and which is more than one-half of one percent of the work, will be allowed only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Owner, setting forth the facts constituting the emergency or necessity.

5.22.5 Violation of any of the above provisions will be considered a violation of the Contract, and the Owner may cancel the Contract or assess the Contractor a penalty of not more than 10% of the subcontract involved.

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5.22.6 All persons engaged in the work, including subcontractors and their employees, will be considered as employees of the Contractor. He will be held responsible for their work. The Owner will deal directly with, and make all payments to the Contractor.

5.22.7 When subcontracted work is not being prosecuted in a satisfactory manner, the Contractor will be notified to take corrective action. If the Owner so orders, and on receipt by the Contractor of written instructions from the Owner, the subcontractor shall be removed immediately from the work. He shall not again be employed on the work.

5.23 LAWS TO BE OBSERVED

5.23.1 The Contractor shall keep himself fully informed of State and National laws and County and municipal ordinances and regulations which in any manner affect those employed in the work or the materials used in the work or in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances and regulations.

5.23.2 Santa Barbara County Ordinance 2946 Unlawful Discrimination in Employment Practices: Contractor agrees with the County of Santa Barbara that it will not discriminate against any employee or applicant for employment in violation of any applicable State or Federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled or age. If it is determined by the Board of Supervisors upon recommendation of the Affirmative Action Officer and the County Counsel that during the life of this contract any such unlawful discriminations have occurred, the County Board of Supervisors may forthwith terminate this contract. Contractor further agrees that whether or not the term of this contract is still in existence at the time of final determination of such unlawful discrimination, that it will forthwith reimburse the County for any and all damages, costs and expenses incurred in connection with such unlawful discrimination, including but not limited to damages from loss of Federal or State grants, subventions or loans; costs of processing, investigating and reporting complaints of unlawful discrimination; additional costs or expenses incurred in completion of this agreement by another party if this agreement is terminated before completion; all costs of suit including reasonable attorney’s fees incurred in collecting any such damages, costs and expenses; and interest at 7% on all such damages, costs and expenses from the date they are incurred to date of payment.

5.23.2.1 Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rates of pay, employee benefits and all other forms of compensation, selection for training and apprenticeship and probationary periods.

5.23.2.2 Contractor further agrees to permit access at all reasonable times and places to all of its records of employment advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced.

5.23.2.3 Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of this contract.

ARTICLE 6: SUBCONTRACTORS

6.1 DEFINITION

6.1.1 A Subcontractor is a person or entity who has a direct contract with a Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or its authorized representative.

6.1.2 Nothing in the Contract Documents shall create any contractual relationship between the Owner, the Architect/Engineer or the Designated Representative and any Contractor, any Subcontractor, or any Sub-subcontractor or its authorized representative.

6.2 SUB-CONTRACTUAL RELATIONS

6.2.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor, by the terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these documents, assumes toward the Owner, the Designated Representative or the Architect/Engineer. Said agreement shall preserve and protect the rights of the Owner, the Designated Representative and the Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents has against the Owner or Designated Representative. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the ContractDocuments to

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which the Subcontractor will be bound by this Paragraph 6.3 and shall identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents to its Subcontractors.

ARTICLE 7: SEPARATE CONTRACTS

7.1 OTHER CONTRACTORS

7.1.1 The Owner reserves the right to let other separate contracts in connection with the Work of the Project. The Contractor shall cooperate with other separate contractors and he shall afford the Designated Representative and other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and execution of their Work and shall properly connect and coordinate its Work with others under the general direction of the Designated Representative. Temporary structures, equipment or materials shall be located where directed by the Designated Representative and if not so located, they shall be moved by the Contractor when directed at no additional cost.

7.2 CONTRACTOR TO INSPECT OTHER WORK

7.2.1 If any part of the Contractor's Work depends, for proper execution or results, upon the Work of the Designated Representative or any separate contractor, the Contractor shall, prior to proceeding with the Work, inspect and measure Work already in place and promptly report to the Designated Representative any discrepancies from the drawings and specifications or defects in such Work that render it unsuitable for such proper execution and results. The Contractor shall submit the report of discrepancies or defects in the form of a written request for information. Failure of the Contractor to so report shall constitute an acceptance of the other contractor's Work as fit and proper to receive its Work, except as to defect which may develop after the execution of its Work.

7.2.2 Copies of Drawings and specifications relating to these separate contracts will be available to the Contractor, upon request, for its information in carrying out the above provisions. The Contractor shall be held responsible for any damage or misfit resulting from its neglect to comply with the foregoing.

7.3 COORDINATION AND COOPERATION

7.3.1 The Contractor shall coordinate Work to be done hereunder with the Work of such other contractors in such manner as the Designated Representative may direct. The Work shall be scheduled and executed at such time and in such a way as to cause the least inconvenience to the Owner and with proper consideration for the rights of other contractors and public. The Contractor shall keep fully informed with the entire operation and install its Work promptly.

7.3.2 If the Designated Representative determines that the Contractor is failing to coordinate its Work with the Work of other contractors as directed, he may, upon written notice to the Contractor recommend the following actions by the Owner:

7.3.2.1 The Owner may withhold any payment otherwise due hereunder until the Designated Representative's directions are complied with by the Contractor.

7.3.2.2 The Owner, through the Designated Representative, may direct other contractors to perform portions of the contract and charge the cost of such Work to the contract amount.

7.3.2.3 The Owner may terminate any and all portions of the contract for the Contractor's failure to perform in accordance with the contract.

7.3.3 If the Contractor notifies the Designated Representative, in writing, that another contractor on this project is failing to coordinate its Work with the Work of this contract, as directed, the Designated Representative will promptly investigate the charge. If he finds it to be true, he will promptly issue such directions to the other contractor with respect there to as the situation may require. The Designated Representative shall not, however, be liable for any damages suffered by this contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Designated Representative or by reason of another contractor's default in performance; it being understood that the Designated Representative does not guarantee the responsibility or continued efficiency of any contractor.

7.3.4 In the event of any labor dispute, affecting the Contractor or its employees, the Contractor shall utilize all possible means to resolve the dispute in order that the project not be delayed to any extent.

7.3.5 The Contractor shall cooperate with the Owner, the Architect/Engineer and the Designated Representative and other Contractors working on this project in order to avoid interference, inconvenience or damage. To aid in avoiding conflicts, the Contractor, without additional charge, shall make all reasonable modification in the Work as may be directed by the Designated Representative. In the event of the Contractor's operations causes any damage, interference, or inconvenience to Work being carried out under any other contract, the Contractor shall restore, replace, rectify, or otherwise make good any damage to the satisfaction of the Designated Representative or to the other contractors. Should the responsible Contractor fail to comply with this provision, the Work will be done by others at the expense of the responsible Contractor.
7.3.6 The Contractor shall ensure that all labor employed by him, its agents, or those he assigns for Work on the project shall be in harmony with and be compatible with all other labor being used by the Designated Representative or other Contractors. The Contractor shall observe hours and conditions of labor as directed by Designated Representative and in any event, in compliance with all applicable laws, ordinances and regulations. The Contractor shall coordinate its work with the work of other Contractors, the Owner and the Designated Representative and shall provide adequate information and planning of its work to allow for effective coordination by others with its operations. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work of this contract, the Contractor shall immediately give notice thereof to the Designated Representative. The Contractor shall then confirm the notice, in writing within 24 hours of the giving thereof, and shall include all relevant information with respect thereto. No claims will be accepted for costs incurred as a result of jurisdictional or labor practice disputes.

7.4 OWNER'S RIGHT TO CLEAN UP

7.4.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 5.15, the Owner may clean up and charge the cost thereof to the Contractor responsible therefore as the Owner shall determine to be just.

7.5 DAMAGES TO WORK

7.5.1 Should the Contractor wrongfully cause damage to the Work or property of the Owner or to other Work on the site, the Contractor shall promptly remedy such damage.

7.5.2 Should the Contractor wrongfully cause damage to the Work or property of any other Contractor, the Contractor shall, upon due notice, promptly attempt to settle with the other Contractor by agreement, or otherwise resolve the dispute. If such other Contractor sues the Owner or the Designated Representative or initiates any legal proceeding against the Owner or the Designated Representative on account of any damage alleged to have been caused by the Contractor, the Owner or Designated Representative shall notify the Contractor who shall defend such proceedings at the Contractor's expense and if any judgment or award against the Owner or Designated Representative arises from, the Contractor shall pay or satisfy it and shall reimburse the Owner or Designated Representative for all attorney's fees and court costs which the Owner or Designated Representative has incurred.

7.5.3 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract for the performance of Work upon the site or of Work which may be necessary to be performed for the proper execution of the Work to be performed hereunder, the Contractor shall have no claim against the Owner, Architect/Engineer, Designated Representative or the Owner's consultants for such damage, but shall have a right to recover such damage from the other contractor as provided herein.

7.5.4 The Contractor shall indemnify and hold the Owner, Architect/Engineer and Designated Representative harmless from any and all claims or judgments for damages and from costs and expenses to which the Owner and Designated Representative may be subjected or which either may suffer or incur by reason of the Contractor's failure to comply with the Designated Representative's directions promptly.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 GOVERNING LAW

8.1.1 This contract shall be governed by the laws of the State of California.

8.2 SUCCESSORS AND ASSIGNS

8.2.1 The Owner and the Contractor each binds himself, its partners, successors, assignees and legal representatives to the other part hereto and to the partners, successors, assignees and legal representatives of such other parties in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract nor sublet it as a whole without written consent of the other.

8.2.1.1 The Contractor shall not assign any monies due, or to become due, under this Contract without prior written consent of the Owner obtained through the Designated Representative.

8.3 WRITTEN NOTICE

8.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by the registered or certified mail to the last business address known to him who gives the notice.

8.4 CLAIMS FOR DAMAGES
8.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, claims shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

8.5 PERFORMANCE BOND AND LABOR MATERIAL PAYMENT BOND

8.5.1 The Contractor shall deliver to the Designated Representative, on forms approved by the Designated Representative and Owner, all executed and Standard Performance Bond and Standard Labor Material Payment Bond and a one (1) year Maintenance (Warranty) Bond, both with an approved surety acceptable to the Owner or Designated Representative and each payable in the amount at least equal to one hundred (100%) percent of the accepted bid as guarantee for the faithful performance of the Contractor and the payment of all persons who have, and fulfill, contracts which are directly with the successful bidder. The sureties of all bonds shall be of such security company or companies as are approved by the Designated Representative and the Owner. No Contract shall be deemed to be in effect until all bonds have been approved.

8.5.2 The insurance and bonding companies providing or underwriting such bonding shall be duly authorized and registered to do business in the State of California and shall be acceptable to the Owner and the Designated Representative.

8.5.3 The performance bond required by the Contract Documents shall remain in full force and effect during the warranty periods required by the Contract so as to give the Designated Representative and Owner recourse on the bond if the Contractor fails to remedy defects during the warranty period.

8.5.4 The Contractor's Payment and Performance Bond shall name the Owner as obligee.

8.6 RIGHTS AND REMEDIES

8.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

8.6.2 No action or failure to act by the Designated Representative, Architect/Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents nor shall any such action or failure to act constitute an approval or acquiescence in any breach there under, except as may be specifically agreed in writing.

8.7 TESTS

8.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Designated Representative timely notice of its readiness so the Architect/Engineer and Designated Representative may observe such inspection, testing, or approval. The Owner shall bear all costs of such inspections, tests or approvals unless otherwise provided. The Contractor shall bear all costs of retesting any work failing to pass initial testing.

8.7.2 If the Architect/Engineer or Designated Representative determine that any Work requires special inspection, testing, or approval which Subparagraph 8.7.1 does not include, he will, through the Designated Representative, instruct the Contractor to prepare for such special inspection, testing or approval and the Contractor shall give notice as in Subparagraph 8.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, Contractor shall bear all costs thereof, including compensation for the Architect/Engineer's and the Designated Representative's additional services made necessary by such failure. If the Work compiles, the Owner shall bear such costs and an appropriate Change Order shall be issued.

8.7.3 Where operating tests are specified, the Contractor shall test its Work as it progresses, on its own account and shall make satisfactory preliminary tests in all cases before applying to the Designated Representative for official tests.

8.7.4 Official tests shall be made as directed by the Designated Representative, in the manner specified, for the different branches of the Work or portions thereof. The Contractor shall furnish all materials and apparatus, make connections and conduct the official test under the observation of the Owner's independent testing agency where appropriate. The official test will be conducted in the presence of a representative of the Designated Representative. Should defects appear, they shall be corrected by the Contractor and the official test repeated until the installation is acceptable to the Designated Representative.

8.7.5 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him through the Designated Representative to the Architect/Engineer.

8.7.6 If the Architect/Engineer or Designated Representative is to observe the inspections, tests or approval required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.
8.7.7 The Contractor shall deliver test samples of any of the materials specified in any of the Sections of the Specifications to the Owner's testing agency. This may apply to materials proposed for use, materials already delivered to the job, or materials already incorporated into the construction.

8.7.8 Neither the observations of the Architect/Engineer or the Designated Representative in their Administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from its obligation to perform the Work in accordance with the Contract Documents.

8.7.9 Any materials which fail to meet the requirements of these specifications shall not be used whether or not previously approved by the Architect/Engineer. If they have been delivered to the job, they shall be removed. If they have already been incorporated into the construction, the Designated Representative or Architect/Engineer may order them removed, or, at the discretion of the Owner through the Designated Representative, they may be permitted to remain in place, providing the Contractor agrees to a proper deduction from the contract sum.

8.7.10 The services of a testing and inspection engineer, selected by the Owner, Designated Representative and Architect/Engineer, shall be provided and paid for by the Owner for the tests required in the various sections, unless specifically stated otherwise or due to deficient Work.

8.7.11 No Work of any kind shall be covered or enclosed before it has been tested and approved.

8.8 ORDER OF PRECEDENCE

8.8.1 In the event of any conflict or discrepancy in the provisions of the Contract Documents, the documents shall be interpreted on the basis of the following order or priority:

(a.) Agreement between the Owner and the Contractor
(b.) Addenda, with later date having greater priority
(c.) General Conditions
(d.) General Requirements and Other Conditions
(e.) Drawings and Specifications

8.8.2 In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum the better quality or greater quantity of Work shall be provided in accordance with the Architect/Engineer's and Designated Representative's interpretation.

ARTICLE 9: TIME

9.1 DEFINITIONS

9.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for the Substantial Completion of the Work as defined in Subparagraph 9.1.3 including authorized adjustments thereto.

9.1.2 The date of commencement of the Work is the date established in a notice to proceed from the Owner.

9.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect/Engineer when construction is sufficiently complete in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

9.1.4 The term Day, as used in the Contract Documents, shall mean calendar day unless otherwise specifically designated.

9.2 PROGRESS AND COMPLETION

9.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

9.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 9.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The actual date on which the Contractor starts work will not affect the required time for completion of the work.

9.2.3 The Contractor shall furnish sufficient forces, plant and equipment and shall Work such hours, including night shifts and lawful overtime operations as may be necessary to ensure the execution of the Work in accordance with the Construction Schedule. If, in the opinion of the Designated Representative, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve its progress and shall submit its plans demonstrating the manner in which the desired rate of progress may be regained. It shall be the responsibility of the Contractor to maintain its schedule so as not to delay the progress of the project. If the Contractor delays the progress of the project, he shall, in order to maintain the overall schedule, take all necessary actions, not limited to an increase in the number of shifts, days of Work and to the extent permitted by law, to institute or increase overtime operations, all without additional cost.
9.2.4 If the Designated Representative determines that the Contractor, without just cause, fails or refuses to employ an adequate working force, or to employ them for a maximum number of hours per day as permitted by law or by shifts of its working forces as would be sufficient, in the opinion of the Designated Representative to complete the Work in accordance with the approved project schedule or within the time to which such completion may be extended, then after formal notice to the Contractor, the Owner shall have the right to complete or to have the Work completed by such means and in such manner, by contract or otherwise, as permitted by law, as the Owner may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site. Formal notice in this article shall be telegram, or registered letter to the last known business address of the Contractor.

9.2.5 The expense of such completion shall be charged against and deducted out of such money as would have been payable to the Contractor if he had completed the Work; the balance of such moneys, if any, subject to the other provisions of this contract, to be paid to the Contractor without interest after completion. Should the expense of such completion, so certified by the Designated Representative, exceed the total sum which would have been payable under this contract, if the same had been completed by the Contractor or its surety, the surety shall remit such balance due to the Owner upon its demand.

9.2.6 Whether or not the Contractor's right to proceed is terminated, he and its surety will be liable for any damage to the Owner, other Contractors and the Designated Representative from the Contractor's refusal or failure to complete the Work in accordance with the approved progress schedule or within the time for which such completion may be extended. Formal notice in this article shall be by telegram, or registered letter to last known business address of the Contractor.

9.2.7 The permitting of the Contractor or the surety on the performance bond to proceed to complete all Work or any part of it after the date of Substantial Completion or after the date to which the time for Substantial Completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights hereunder.

9.2.8 In order to expedite the completion of the Contractor's Work, the Designated Representative may direct the Contractor to Work on the basis of two (2) shifts instead of one (1) or to take such other measures as he deems necessary to expedite construction. If the need for such direction is not attributable to delays or other fault on the part of the Contractor, the Owner shall pay the Contractor any additional net cost. If, however, the Contractor is behind schedule due to its own delays or other fault on its part and the Designated Representative directs him to Work additional shifts, expedite deliveries or purchase additional materials or equipment in order to bring its Work up to schedule, all additional costs shall be borne by the Contractor.

9.2.9 With the Designated Representative's approval, the Contractor shall suspend any Work that may be subject to damage by climatic conditions. Under such conditions, the Contractor shall take measures to protect the Work and to minimize the impact on the progress of the Work.

9.3 DELAYS AND EXTENSIONS OF TIME

9.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, Designated Representative or the Architect/Engineer or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner or Designated Representative pending litigation, or by any other cause which the Designated Representative determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Director of General Services may determine.

9.3.2 Any claim for extension of time shall be made in writing to the Designated Representative not more than ten (10) days after commencement of the delay; otherwise, it shall be waived. Any claim for extension of time shall state the cause of the delay and the number of days of extension requested. If the cause of the delay is continuing, only one claim is necessary, but the Contractor shall report the termination of the cause for the delay within ten (10) days after such termination and shall simultaneously make final claim for said delay, otherwise any claim for extension of time based upon that cause shall be waived.

9.3.3 In the event of a delay attributable in part to the Contractor and in part to causes for which the Contractor is not responsible, then provided the Contractor has given proper and timely notice hereunder, the delay shall be equitably apportioned among the parties causing it and the Contractor shall remain liable for the portion not so excused.

9.3.4 If no agreement is made stating the dates upon which interpretations as set forth in Subparagraph 3.2.2 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them and not then, unless such claim is reasonable.

9.3.5 If the Project is delayed as a result of the Contractor's refusal or failure to begin the Work on the date of commencement, as defined in Subparagraph 9.1.2, or its refusal or failure to carry the Work forward expeditiously with adequate forces, equipment, material or other resources, the Contractor shall be liable to the Owner for damages for every day Contractor's scheduled completion is exceeded, provided, however, that such refusal or failure is not the result of a justifiable delay as defined in Subparagraph 9.3.1.
9.3.6 Neither the Owner, Architect/Engineer, or Designated Representative shall have liability to the Contractor nor to any other Contractor or subcontractor for delay, hindrance or interference in the performance of the Work, however caused, except for delay or hindrance resulting from active interference of the Owner or its representatives in such Contractor's execution of the Work.

9.3.7 In addition to damages, as defined in Subparagraph 9.3.5, the Contractor shall be liable to the Owner for any damages sustained as the result of the Contractor's refusal or failure to perform the Work, provided however that such refusal or failure is not the result of a justifiable delay as defined in Subparagraph 9.3.1.

9.3.8 Contractor shall not request additional time to complete the project because of delays occurring on Sundays or holidays. Neither shall he request additional time for Saturday delays except and unless he can show proof of normally working on Saturdays in order to complete the Work on time.

9.3.9 Anticipated Normal Weather Days: The time estimated by the Contractor for completion of the entire Work ready for use shall include the number of calendar days, for anticipated delays due to normal weather conditions. No time extensions for delays due to weather will be allowed until and unless such delays exceed the time included for normal weather delays. In case of claims for extension of time because of abnormal inclement weather, such extension of time shall be granted only because such abnormal inclement weather prevented the execution of major items of Work on normal working days. A weather table reflecting the meteorological data from the Santa Barbara area is given following the General Conditions and will be used to determine any contract time extension due to abnormally inclement weather. For the purpose of this contract, "abnormal inclement weather" will be interpreted as the number of days in excess of the normal on which rainfall exceeds 0.01 inch or snowfall pellets exceed 1.0 inch. Extension of time to complete the project will be based on actual working days, i.e., Saturdays, Sundays and holidays will be considered in granting extension of time.

9.3.10 Liquidated Damages: The Owner will suffer financial loss if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and its surety shall be liable for and pay to the Owner, hereinafter stipulated as fixed, agreed and liquidated damages for each consecutive calendar day of delay until the Work is substantially complete, the sum of $500 per calendar day. The Owner reserves the right to withhold the liquidated damages, incurred because of failure to complete the project on time, from the final payment to the Contractor. The Owner reserves the right to withhold liquidated damages from any progress payments occurring after the contract completion date.

9.3.11 If a suspension of work is ordered by the Designated Representative, due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the contract, the days on which the suspension order is in effect shall be considered working days if such days are working days as defined.

ARTICLE 10: PAYMENTS AND COMPLETION

10.1 CONTRACT SUM

10.1.1 The Contract Sum is stated in the Agreement between the Owner and the Contractor including adjustments thereto and is the total amount payable to the Contractor for the performance of the Work under the Contract Documents.

10.1.2 Payment for work performed or materials furnished under an assessment proceedings contract will be made as provided in the particular proceedings or legislative act under which such contract was awarded.

10.1.3 Whenever any portion of the work is performed by the Owner at the Contractor's request, the cost thereof shall be charged against the Contractor, and may be deducted from any amount due or becoming due from the Owner.

10.2 SCHEDULE OF VALUES

10.2.1 Within fifteen (15) days after award of the contract and at least fifteen (15) days before the first Application for Payment, the Contractor shall submit to the Designated Representative a schedule of values allocated to the various portions of the Work prepared in such a form and supported by such data to substantiate its accuracy as the Designated Representative may require. This schedule, unless objected to by the Designated Representative, shall be used only as a basis for the Contractor's Application for Payment.

10.2.2 The schedule of values shall equal in total the Contract Sum and shall correctly represent a reasonable apportionment of the Contract Sum.

10.2.3 When a bid item is included in the proposal form and subject to the limitation and conditions in the contract documents, the Contractor shall itemize in the schedule of values the costs of mobilization work in advance of construction operations and not directly attributed to any specific bid item. When no such bid item is provided, payment for mobilization costs will be considered in the other items of work.

10.2.4 With said Schedule of Values contractor shall provide to Owner's Designated Representative copies of hourly wage rates for all workers in all trades associated with the job. If, during the course of construction, wage rates change, the contractor...
shall provide to Owner's Designated Representative copies of revised hourly wage rates the same day as said change is adopted or agreed-upon.

10.3 APPLICATION FOR PAYMENT

10.3.1 The Designated Representative will, after award of the contract, establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Designated Representative may approve such request when it is compatible with the Owner's payment procedures.

10.3.1.1 Each month, the Contractor will make an approximate measurement of the work performed to the closure date and as a basis for making monthly payments, estimate its value based on the contract unit prices or as provided for in the approved schedule of values.

10.3.1.2 At a fixed date each month as established by the Designated Representative during the progress of the Work, the Contractor shall render to the Designated Representative a notarized Application for Payment for a portion of the Contract Price, broken down into the categories itemized in the Contractor's Schedule of Values. The amounts invoiced shall be directly proportional to the percentage of completion of Work in each of the categories at the end of the closure date for the invoice period less any amounts previously invoiced. The Application for Payment shall be made on A.I.A. Document G702 with continuation sheets A.I.A. Document G703, or on other forms approved by the Designated Representative.

10.3.2 The Contractor shall certify monthly that he has made payment due to its Subcontractors and suppliers from the proceeds of prior payments and that he will make timely payments from the proceeds of the progress payment now due to its Subcontractor and suppliers in accordance with the contractual arrangements with them. The Contractor shall submit written certification that all amounts for equipment, materials, labor, union benefits and other services and all other items provided by the month covered by Contractor’s invoice have been paid; and proof that Contractor has acquired title to the equipment and materials invoiced the previous month. Partial Waivers of Lien will be required with the second and succeeding monthly invoices. The Designated Representative may request Record Documents, schedule updates, payrolls for all labor and other data supporting payment to Subcontractors and material suppliers before processing the requisition.

10.3.3 With respect to material purchased during the preceding month by the Contractor as Owner's special purchasing subagent, the Contractor shall provide the Designated Representative with a statement showing the costs of such materials and any state or local sales and use taxes paid by the Contractor in connection with the purchase or use thereof during the preceding month, which statement shall be supported by copies of invoices, receipts, etc., clearly and separately showing the costs of such materials and taxes. This statement shall be filed with the Designated Representative within one month after the purchase of such items.

10.3.4 Unless otherwise provided in the Contract Documents, payment will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site. Payments made for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Designated Representative to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest. Materials invoiced in pay applications, if not stored on site, must be kept stored in a bonded warehouse approved by the Designated Representative.

10.3.5 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner by incorporation in the construction and upon the receipt of final payment by the Contractor free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 10 as "liens" and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor by any other person performing its Work at the site or furnishing materials and equipment for its Work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or some other person. All Subcontractors and Sub-subcontractors agree that title will so pass upon their receipt of payment from the Contractor.

10.4 PROGRESS PAYMENTS

10.4.1 If the Contractor has made Application for Payment in accordance with the General Requirements, the Designated Representative will, with reasonable promptness, review and process such Application for Payment in accordance with the Contract. From each progress estimate, ten (10%) percent will be deducted and retained by the Owner, and the remainder less the amount of all previous payments will be paid to the Contractor. After fifty (50%) percent of the work has been completed and if progress on the work is satisfactory, the deduction to be made from the remaining progress estimates and from the final estimate may be limited to five hundred dollars ($500.00) or ten (10%) percent of the first half of the total contract amount, whichever is greater.

10.4.2 No approval of an application for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents. Nor shall the same relieve the Contractor or its surety from any obligation under the Contract or the Standard Performance Bond and the Standard Labor and Material Payment Bond.
10.4.3 Except in case of bona fide disputes, or where the Contractor has some other justifiable reason for delay, the Contractor shall pay for all transportation and utility services not later than the end of the calendar month following that in which services are rendered and for all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof not later than the end of the calendar month following that in which such materials, tools and equipment are delivered at the site of the Project. The Contractor shall pay to each of its Subcontractors, not later than the end of the calendar month in which each payment is made to the Contractor, the representative amount allowed the Contractor on account of the Work performed by its Subcontractors, to the extent of each Subcontractor's interest herein. The Contractor shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to its suppliers and sub-subcontractors in a similar manner.

10.4.4 Payment shall not relieve the Contractor from its obligations under the contract; nor shall such payment be construed to be acceptance of any of the work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the Owner. Responsibility of ownership shall remain with the Contractor who shall be obligated to store, protect, repair, replace, rebuild or otherwise restore any fully or partially completed work or structure for which payment has been made; or replace any materials of equipment required to be provided under the contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the work under the contract, except as provided in Paragraph 10.7.2.

10.4.4.1 Guarantee periods shall not be affected by any payment but shall commence on the date equipment or material is placed into service at the direction of the Owner. In the event such items are not placed into service prior to partial or final acceptance of the project, the guarantee period will commence on the date of such acceptance.

10.4.4.2 If, within the time fixed by law, a properly executed notice to stop payment is filed with the Owner, due to the Contractor's failure to pay for labor or materials used in the work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with applicable laws.

10.4.5 The provisions of Section 22300 of the California Public Contract Code apply to this project. Upon the Contractor's request, the County will make payment of funds withheld to ensure performance of the Contract if the Contractor deposits in escrow with the Santa Barbara County Treasurer, or with a bank acceptable to the COUNTY/DISTRICT, securities eligible for investment under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

(a.) The Contractor shall bear the expense of the COUNTY/DISTRICT and the escrow agent, either the County Treasurer or the bank, in connection with escrow deposit made.

(b.) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amount of retention to be paid to the Contractor pursuant to this section.

(c.) The Contractor shall enter into an escrow agreement satisfactory to the COUNTY/DISTRICT which agreement shall include provisions governing inter alia:

(1) the amount of securities to be deposited.
(2) the providing of power of attorney or other documents necessary for the transfer of the securities to be deposited.
(3) conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract.
(4) decrease in value of securities on deposit.
(5) the termination of the escrow upon completion of the Contract.

(d.) The Contractor shall obtain the written consent of the surety of such agreement.

10.5 PAYMENTS WITHHELD

10.5.1 The Designated Representative, Architect/Engineer or the Owner may decline approval of an Application for Payment if, in its opinion, the Application is not adequately supported. If the Contractor and the Designated Representative or Owner cannot agree on a revised amount, the Designated Representative shall process the application for the amount he deems appropriate. An amount equaling one hundred fifty (150%) percent of the value of the Work related to any Stop Notice shall be withheld from payments applied for by the Contractor until the Stop Notice is expunged. The Designated Representative may also decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify in whole or in part any approval previously made to such extent as may be necessary in its opinion because of:

(a.) Defective Work not remedied.
(b.) Third party claims filed or reasonable evidence indicating probably filing of such claims.
(c.) Failure of the Contractor to make payments properly to Subcontractor or for labor, materials or equipment.
(d.) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
10.7.2.2 In the event the Owner exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the Owner shall have the right to take possession of and use for any purpose any partially completed portion of the Work.

10.8.1 Following the Architect/Engineer's issuance of the Certificate of Substantial Completion of the Work or designated portion thereof and the Contractor's completion of the Work, the Contractor shall notify the Designated Representative of the Work's substantially complete as defined in Subparagraph 9.1.3, the Contractor shall prepare for submission to the Designated Representative a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Designated Representative and Architect/Engineer, on the basis of inspection, determine that the Work or designated portion thereof is substantially complete, the Architect/Engineer will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner, the Designated Representative and the Contractor for security, maintenance, heat, utilities, damage to the Work, insurance and shall fix the time within which the Contractor shall complete the items listed therein. Warrants required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner, the Designated Representative and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Owner may retain a sum equal to an amount not to exceed hundred twenty-five percent (125%) of the estimated cost of completing any unfinished items, separately listed and estimated at the time of substantial completion. Thereafter, the Owner shall pay to the Contractor monthly, the amount retained for incomplete items as each of said items are completed.

10.7.2 The Owner shall have the right to take possession of and use for any purpose any partially completed portion of the Work. The Designated Representative will give notice to the Contractor of the Owner's intention to take said possession and use. Such taking possession or use shall not be deemed to be the Designated Representative's acknowledgement of completion and acceptance of said portion of Work.

10.7.2.1 The Owner's taking over and utilizing all or part of any completed facility or appurtenance will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvement resulting from use by the public or from the action of the elements or from any other cause, except injury or damage resulting from the Contractor's operations or negligence. The Contractor will not be required to reclean such portions of the improvements before final acceptance, except for clean up made necessary by its operations. Nothing in this section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.

10.7.2.2 In the event the Owner exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the Owner shall assume the responsibility and liability for injury to persons or property arising out of or resulting from the utilization of the facility or appurtenance so placed into service, except for any such injury to persons or property caused by any willful or negligent act or omission of the Contractor, subcontractor, their officers, employees or agents.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Following the Architect/Engineer's issuance of the Certificate of Substantial Completion of the Work or designated portion thereof and the Contractor's completion of the Work, the Contractor shall notify the Designated Representative in writing that the Work will be ready for final inspection and test on a definite date. Notice shall be given at least fifteen (15) days in advance of said date. Designated Representative shall forward the notice to the Architect/Engineer who will attach its endorsement as to whether or not he concurs with the Contractor's statement that the Work will be ready for final inspection or test on the date given, but such endorsement shall not relieve the Contractor of its responsibility in the matter. If the Architect/Engineer concurs that the Work will be ready for final inspection or test on the date given, the
10.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the
Designated Representative all (1) inspection sign-offs, (2) final certificate of occupancy, (3) an affidavit that all payrolls, bills
for materials and equipment and other indebtedness connected with the Work for which the Owner or its property might in
any way be responsible, have been paid or otherwise, (4) consent of surety, if any, to final payment and executed "General
Release and Lien Waiver and General Guarantee," on forms to be provided by the Designated Representative, (5) if
required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases
and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner or
Designated Representative. If any Subcontractor refuses to furnish a release or waiver required by the Owner or
Designated Representative, the Contractor may furnish a bond satisfactory to the Owner and Designated Representative
to indemnify them against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor
shall refund to the Owner or Designated Representative all monies that the latter may be compelled to pay in discharging
such lien, including all costs and reasonable attorney's fees. Contractor is required to submit all "Record Documents" and
operating manuals as required by the Contract Documents prior to the processing of the final payment.

10.8.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor
or by the issuance of Change Orders affecting the final completion, and the Designated Representative so confirms, the
Owner shall upon certification by the Designated Representative and without terminating the Contract, make payment of
the balance due for that portion of the Work fully completed and accepted. If the remaining balance of Work not fully
completed or corrected is less than the retention stipulated in the Contract Documents and if the bonds have been
furnished as provided in Paragraph 8.5, the written consent of the surety to the payment of the balance due for that portion
of the Work fully completed and accepted shall be submitted by the Contractor to the Designated Representative prior to
such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall
not constitute a waiver of claims.

10.8.4 Upon successful completion of the final inspection and Work required by the Contract, acceptance of the same by the Owner
and the filing of all affidavits, consents of surety and other data required in Subparagraph 10.8.2 and the submission of all bonds, written warranties and guarantees and of all data documents required for project closeout by the Contract Documents, the Architect/Engineer shall file a written certification of completion with the Owner and with the Designated Representative as to the entire amount of Work performed and compensation earned, including extra Work and compensation therefor. At the expiration of thirty-five (35) days after the Owner's confirmation of such Certificate of Completion or as prescribed by law, the Owner shall pay the Contractor the amount stated therein, less all prior payments and advances, whatsoever, to or for the account of the Contractor except such amounts as are required to be withheld by properly executed and filed notices to stop payment or as may be authorized by the contract to be further retained. All prior estimates and payments including those relating to extra Work shall be subject to correction by this payment, which is throughout the Contract called "Final Payment."

10.8.5 The making of Final Payment shall constitute a waiver of all claims by the Owner or Designated Representative except those arising from:

(a.) Unsettled liens.
(b.) Faulty or defective Work appearing after Substantial Completion.
(c.) Failure of the Work to comply with the requirements of the Contract Documents
(d.) Terms of any special warranties required by the Contract Documents.

10.8.5.1 The acceptance by the Contractor of the Final Payment shall be and operate as a release to the Owner and to the
Designated Representative of all claims and of all liability to the Contractor for all things done or furnished in connection
with this Contract.

10.8.6 In accordance with Section 4551 of the Government Code, the Contractor and subcontractors shall conform to the
following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials
pursuant to a public works contract, 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 of 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.

10.8.7 In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In
submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the
purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act,
Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from
purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

10.9 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK

10.9.1 General: Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing, and timber shall be considered as being the true length measured along the longitudinal axis. Unless otherwise provided in the Contract Documents, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to the measurement of all areas.

10.9.2 Methods of Measurement: Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular section involved.

10.9.3 Certified Weights: When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Designated Representative, on a completely automated weighing and recording system. The Contractor shall furnish the Designated Representative with duplicate licensed weighmaster's certificates showing the actual net weights. The Designated Representative will accept the certificate as evidence of the weights delivered.

10.9.4 Units of Measurement: Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

10.9.5 Lump Sum Items: Items for which quantities are indicated as "Lump Sum", "L.S.", "Job", or words of like import shall be paid for at the price named. Such payment shall be full compensation for the work named and all work appurtenant thereto required by the contract which is not specifically provided for by other pay items.

10.9.6 Actual Quantities: The quantities listed in the bid schedule will not govern final payment. Payment to the Contractor will be made only for the actual quantities of contract items constructed in accordance with the plans and specifications. Upon completion of the construction, if the actual quantities show either an increase or decrease from the quantities given in the bid schedule, the contract unit prices will prevail subject to the provisions of Article 13.

10.9.7 Waste: Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected materials not unloaded from vehicles, material rejected after it has been placed and material placed outside of the plan lines. No compensation will be allowed for disposing of rejected or excess material.

ARTICLE 11: PROTECTION OF PERSONS AND PROPERTY

11.1 SAFETY PRECAUTIONS AND PROGRAMS

11.1.1 The Contractor expressly undertakes, both directly and through its Subcontractor, to take every precaution at all times for the protection of persons, including employees and property. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

11.1.2 The Contractor shall comply with the provisions of the "Construction Safety Act" and the "Occupational Safety and Health Act of 1970" and the Designated Representative's safety program, as well as all other applicable Federal, State and local requirements. The Contractor shall submit its safety program to the Designated Representative prior to mobilizing the job and shall be responsible for the safety, efficiency and adequacy of its plant, appliances and methods and for any damage which might result from failure or improper construction, maintenance or operation. The Contractor shall provide a safety report to the Designated Representative on a weekly basis. During the conduct of the Work, the Contractor shall take immediate corrective action, as required upon notification of any deficiencies in safety provisions by the Designated Representative or identification of any deficiencies by Subcontractor personnel.

11.1.3 If the Contractor fails to maintain the safety precautions required by law or directed by the Designated Representative, the Designated Representative may take such steps as necessary and charge the Contractor therefore.

11.1.4 The failure of the Owner to take any such action shall not relieve the Contractor of its obligations in Subparagraph 11.1.1.

11.1.5 The Contractor shall immediately notify the Designated Representative of all accidents and submit a written report describing in detail the circumstances of all accidents within twenty-four (24) hours.

11.1.6 The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appliances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.

11.2 SAFETY OF PERSONS AND PROPERTY

11.2.1 The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

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(a.) All employees on the Project and all other persons who may be affected thereby;

(b.) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and

(c.) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

11.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

11.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards promulgating safety regulations and notifying the Owners and users of adjacent utilities. He shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, light and other facilities for protection required by public authority, local conditions or any of the Contract Documents. If the Contractor fails to so comply, he shall, at the direction of the Designated Representative, remove all forces from the Project without cost or loss to the Owner or Designated Representative, until he is in compliance.

11.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

11.2.5 The Contractor shall notify the Designated Representative of any flammable, combustible and toxic materials intended for use on the project and shall furnish the Designated Representative literature pertinent to the use and control of such materials.

11.2.6 Every employee will be dressed for the Work he performs. Minimum dress will consist of long pants, tee shirt and work shoes. Shorts, cut-offs, "tank-top" shirts or soft-soled shoes will not be permitted.

11.2.7 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 12.2) to any property, referred to under Articles 11.2.1.2 and 11.2.1.3, caused in whole or in part by the Contractor, its Subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under the Articles 11.2.1.2 and 11.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or Architect/Engineer or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Paragraph 5.18. The Contractor shall be responsible to the Owner and the Designated Representative for the acts and omissions of all its employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

11.2.8 The Contractor and each Subcontractor shall designate a responsible member of its organization at the site to act as its Safety Representative whose duty shall be the prevention of accidents and who shall be responsible to maintain all Safety requirements of the Contractor and shall attend all Project Safety Meetings scheduled by the Contractor. This person shall be the Contractor's or Subcontractor's Superintendent unless otherwise designed by the Contractor in writing to the Designated Representative.

11.2.9 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger safety.

11.2.10 When necessary for the proper protection of the Work, temporary heating of a type approved by the Designated Representative and Architect/Engineer shall be provided by the Contractor unless otherwise specified.

11.3 EMERGENCIES

11.3.1 In an emergency affecting the safety or life of individuals, of the Work, or of adjoining property, the Contractor without special instruction or authorization from the Owner or Designated Representative or Architect/Engineer shall act, at its discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner or Designated Representative or Architect/Engineer, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency Work shall be determined as provided by Article 13 - Changes in the Work.
11.3.2 Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, the Owner or Designated Representative may, after reasonable attempt to notify the Contractor, cause such precaution to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the Owner. The Owner's or Designated Representative's action or inaction under such circumstances shall not be construed as relieving the Contractor or its surety from liability.

ARTICLE 12: UTILITIES

12.1 LOCATION

12.1.1 The Owner will search known substructure records and furnish the Contractor, when requested by the Contractor, with copies of documents which describe the location of utility substructures, or will indicate on the plans for the project those substructures, except for service connections, which may affect the work. Information regarding removal, relocation, abandonment, or installation of new utilities will be furnished to prospective bidders.

12.1.2 Where underground main distribution conduits such as water, gas, sewer, electric power, telephone or cable television are shown on the plans, the Contractor, for the purpose of preparing its bid, shall assume that every property parcel will be served by a service connection for each type of utility.

12.1.3 At least two (2) working days before entering on the work, the Contractor shall request the utility owners whose utilities will be affected by the Contractor's work to mark or otherwise indicate the approximate location of their subsurface facilities including, but not limited to, structures, main conduits and service connections. This requirement will not apply to sewer and storm drain installations where their location and depth are shown on the plans for the project.

12.1.4 It shall be the Contractor's responsibility to determine the location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which he believes may affect or be affected by its operations. If no pay item is provided in the contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

12.2 PROTECTION

12.2.1 The Contractor shall not interrupt the service function or disturb the supporting base of any utility without authority from the utility owner or order from the Designated Representative.

12.2.2 Where protection is required to insure support of utilities located as shown on the plans or in accordance with Paragraph 12.1, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

12.2.3 Upon learning of the existence and location of any utility omitted from or shown incorrectly on the plans, or not properly marked, the Contractor shall immediately notify the Designated Representative in the form of a written request for information. When authorized by the Owner, support or protection of the utility will be paid for as provided in Article 13.

12.2.4 The Contractor shall immediately notify the Designated Representative and the utility owner if any utility is disturbed. The Contractor shall bear the costs of repair or replacement of any utility damaged.

12.2.5 When placing concrete around or contiguous to any non-metallic utility installation, the Contractor at its own expense, shall (1) furnish and install a two-inch cushion of expansion joint material or other similar resilient material; or (2) provide a sleeve or other opening which will result in a two-inch minimum clear annular space between the concrete and the utility; or (3) provide other acceptable means to prevent embedment in or bonding to the concrete. Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations or as may be required by the work, the Contractor shall notify the Designated Representative and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

12.3 EXCAVATIONS

12.3.1 For any displacement or excavation of the ground that may be required by any performance under this Contract, the Contractor shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such displacement or excavation, including the payment of any fees required; and shall facilitate performance by the Owner of any obligation required of the County under said sections.

12.3.2 There shall be no performance under this Contract by either party unless and until the provisions of such Sections are complied with and the Designated Representative is notified regarding the compliance.

12.4 REMOVAL

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12.4.1 Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the plans or indicated in the bid documents as “abandoned” or “to be abandoned in place”.

12.4.2 Before starting removal operations, the Contractor shall ascertain from the Designated Representative whether the utility abandonment is complete, and the costs involved in the removal and disposal shall be absorbed in the bid for the items of work necessitating such removals.

12.5 **RELOCATION**

12.5.1 When feasible, the utility owners responsible for utilities within the area affected by the work will complete their necessary installations, relocations, repairs or replacements before commencement of work by the Contractor. When the Contract Documents or plans indicate that a utility installation is to be relocated, altered or constructed by others, the Owner will conduct all negotiations with the utility owners and the work will be done at no cost to the Contractor.

12.5.2 Utilities which are relocated in order to avoid interference with the proposed permanent work shall be protected in their relocated position and the cost of such protection shall be absorbed in the various items of the contract.

12.5.3 After award of the contract, portions of utilities which are found to interfere with the work will be relocated, altered or reconstructed by the utility owners, or the Owner may order changes in the work to avoid interference. Such changes will be paid for in accordance with Article 13.

12.5.4 When the plans or specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for its own convenience shall be its responsibility, and he shall make all arrangements and bear all costs.

12.5.5 The utility owner will relocate service connections as necessary within the limits of the work or within temporary construction or slope easements unless otherwise specified. When directed by the Designated Representative, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections when not detailed on the plans or in the specifications will be paid for in accordance with provisions of Article 13. Payment will include the restoration of all existing improvements which may be affected thereby. The Contractor may, for its own convenience or to expedite the work, agree with any utility owner to disconnect and reconnect interfering service connections. The Owner will not be involved in any such agreement.

12.6 **DELAYS**

12.6.1 The Contractor shall notify the Designated Representative of its construction schedule insofar as it affects the protection, removal or relocation of utilities. Said notification shall be in writing and shall be included as a part of the construction schedule required in Paragraph 5.10. He shall notify the Designated Representative in writing of any subsequent changes in its construction schedule which will affect the time available for protection, removal or relocation of utilities.

12.6.2 The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Paragraph 12.1. The Contractor may be given an extension of time for unforeseen delays attributable to utility relocations or alterations not shown or incorrectly shown on the plans, or for unreasonably protracted interference by utilities in performing work correctly shown on the plans. If the Contractor sustains loss due to delays attributable to interferences, relocations or alterations not covered by Paragraph 12.1, which could not have been avoided by the judicious handling of forces, equipment or plant, there shall be paid to the Contractor such amount as the Owner may find to be fair and reasonable compensation for such part of the Contractor's actual loss as was unavoidable.

12.7 **COOPERATION**

12.7.1 When necessary, the Contractor shall so conduct its operations as to permit access to the work site and provide time for utility work to be accomplished during the progress of the contract work.

**ARTICLE 13: CHANGES IN THE WORK**

13.1 **CHANGE ORDERS**

13.1.1 A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by a Change Order. The County Director of General Services is authorized to execute Change Orders for the Owner in accordance with Article 2.3. A Change Order signed by the Contractor indicates its agreement therewith, including the adjustment in the Contract Sum or the Contract Time, and Contractor agrees that the
change in the contract sum and contract time set forth in the Change Order shall constitute the complete compensation and time extension for the change in the work including, but not limited to, Contractor's field and home office overhead, profit, and supervision costs. The Contractor shall not proceed with any change in the Work unless directed in writing by the Designated Representative.

13.1.2 The Owner or Designated Representative, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by a Change Order and shall be performed under the applicable conditions of the Contract Documents. Provisions of the Contract shall apply to all changes, modifications and additions with the same effect as if changes were embodied in the base Contract Documents.

13.1.3 A change in the Work may be initiated in one of three ways:

13.1.3.1 A "Request for Quotation" form from the Designated Representative to the Contractor describing the revision to the Work desired. Usually, it is accompanied by revised drawings, sketches or other data.

13.1.3.2 Formal notification from the Contractor documenting a "concealed condition" requesting investigation by the Designated Representative and Architect/Engineer which causes changes in the Contract Documents (and a subsequent Request for Quotation on the revised documents).

13.1.3.3 In response to a Contractor's "Request for Information", the Architect/Engineers' response may include instructions which the Contractor interprets as involving "extra work." In such cases, the Contractor must submit written notice to the Designated Representative requesting review and issuance of an appropriate Request for Quotation. Any other "instruction" given to the Contractor by the Owner, Designated Representative or Architect/Engineer shall require these procedures and as indicated in 13.4.1 below.

13.1.4 The cost or credit to the Owner resulting from changes in the Work, as outlined above, shall be made on the basis of one of the following methods:

(a.) By such applicable unit prices as set forth in the Contract Documents or subsequently agreed upon by both parties to the Contract.

(b.) By a lump sum mutually agreed upon by the Owner and the Contractor.

(c.) The Owner may direct the Contractor through the Designated Representative to proceed with Work on a time and material (T & M) basis, with a not to exceed cost and the Contractor shall keep and present, in such a form as the Designated Representative may direct, a correct account of all costs of the changes together with all vouchers. The costs shall include overhead and profit as subsequently set forth below. These costs then shall be finalized by a Change Order.

(d.) If the parties cannot agree upon a Lump Sum, Unit Pricing or T & M with a not to exceed cost, the Owner may, as recommended by the Designated Representative, issue a written directive Contract Amendment to proceed and the Contractor shall be compensated for the net cost of additional Work. The Contractor shall keep and present in such a form as the Designated Representative may direct a correct account of all costs of the changes together with all vouchers. The costs shall include overhead and profit as subsequently set forth below.

13.1.5 Lump sum prices and compensation for actual net cost plus overhead and profit shall be established as follows:

13.1.5.1 The net cost of Changes in the Work may include all items of labor or material, power tools and equipment actually used, prorate charges for foreman and payroll charges such as Public Liability and Workmen Compensation Insurance. No percentage for overhead, profit and commission shall be allowed on items of premium costs for overtime, social security, old age and unemployment insurance, fringe benefits, and payroll taxes. If deductions are ordered, the credit shall be the net cost. Items considered as overhead shall include insurance, other than that mentioned above, bond or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens, transportation, and general offices expense. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the changed Work (other than those covered by unit prices set forth on the Contract Documents), but in no case shall exceed the following:

(a.) Allowable Mark-ups on Change Orders

Definitions:

Prime Contractor = General Contractor
First Tier Contractor to the
Subcontractor = Prime Contractor
Second Tier Contractor to the

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Subcontractor = First Tier Subcontractor

Case A: For work within the scope of the Change Order performed by forces of the Prime Contractor:
Overhead: 10% to Prime Contractor only.
Profit: 5% to Prime Contractor only.
Commission: No commission to any party.

Case B: For work within the scope of the Change Order performed by forces of the First Tier Subcontractor(s):
Overhead: 10% to First Tier Subcontractor(s) only.
Profit: 5% to First Tier Subcontractor(s) only.
Commission: 5% to Prime Contractor only.

Case C: For work within the scope of the Change Order performed by forces of the Second Tier Subcontractor(s):
Overhead: 10% to the Second Tier Subcontractor(s) only.
Profit: 5% to the Second Tier Subcontractor(s) only.
Commission: 5% to the Prime Contractor.
5% to the First Tier Subcontractor(s).
No commission to Second Tier Subcontractor(s).

(b.) Not more than four (4) mark-ups (Case C), not to exceed the maximum percentages shown above, shall be allowed.

(c.) All Cost Proposals for work shall be submitted to the Designated Representative on the attached document: "County of Santa Barbara General Services/Capital Projects Division Cost Proposal".

13.1.5.2 On proposals covering both increases and decreases in the amount of the contract, overhead, profit and commission shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed.

13.1.5.3 Contractor's cost for preparation of change order proposals shall be deemed to be included in amount of change order proposal.

13.1.6 The Contractor shall respond to the Designated Representative's request for a proposal within seven calendar days. In this proposal, the Contractor shall furnish to the Designated Representative an itemized breakdown of the quantities and prices used in computing the value of changes that might be ordered. The Contractor shall submit with its proposal, its request for time extension (if any). If time for completion of the Contractor's Work is not affected by the change, the Contractor shall so state.

13.1.7 In figuring changes, instructions for measurements of quantities set forth in the specifications shall be followed.

13.1.8 After receipt of a proposal with a detailed breakdown, the Designated Representative shall act promptly thereon. However, when the necessity to proceed with a change does not allow sufficient time to properly check a proposal, the Owner through the Designated Representative may order the Contractor to proceed on the basis to be determined at the earliest practicable date. In this event, the value of the change, with the corresponding equitable adjustment to the contract, shall not be more than the increase or less than the decrease proposed.

13.1.9 The Designated Representative will inform the Contractor and the Contractor will inform the Designated Representative when either party recognizes that a proposed Request for Quotations (RFQ) may affect the progress of the Work schedule.

13.1.10 Designated Representative's Audit: Designated Representative's duly authorized auditors shall have access at all reasonable times, to all Contractor's and Subcontractors' personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to Change Orders for the purpose of auditing and verifying Contractor's net cost of Change Order or for any other reasonable purpose. Designated Representative's auditors shall have the right to reproduce any of the aforesaid documents. Contractor shall preserve and shall cause its Subcontractors to preserve all the aforesaid documents for a period of two (2) years after the completion and acceptance or termination of the Work.

13.1.11 If unit prices are stated in the Contract Documents or subsequently agreed upon and if the quantities originally contemplated are so changed in a proposed Change Order, that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner, the Contractor or the Subcontractor, the applicable unit prices shall be equitably adjusted.

13.2 CONCEALED CONDITIONS

13.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Contract be
encountered, the Contractor shall report the conditions to the Designated Representative before the conditions are disturbed. The Designated Representative shall thereupon notify the Architect/Engineer. Upon such notices, or upon its own observation of such conditions, the Architect/Engineer shall promptly make such changes in the Contract Documents as he finds necessary to conform to the different conditions. Any change in the cost of the Work or the time needed for completion resulting from concealed conditions shall be determined in accordance with Paragraph 13.1 provided a notice thereof is made within ten (10) days after the first observance of the conditions.

13.3 CLAIMS FOR ADDITIONAL COST

13.3.1 If the Contractor claims that any instructions given to him by the Owner or Designated Representative or by the Architect/Engineer, by drawings or otherwise, involve extra Work not covered by the Contract, he shall give the Designated Representative written notice thereof within ten (10) days after the receipt of such instructions and before proceeding to execute the Work, except in emergencies endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 11.3. Should it not be clear to the Contractor that a change will involve extra Work, written notice given within ten (10) days that the change may involve extra work will be considered sufficient notice. If it is later determined that the Work involved in such instruction shall be recognized as an extra, the amounts of additional compensation to be paid therefore, should be determined in accordance with Paragraph 13.1. Except as otherwise specifically provided, no claim for additional cost shall be allowed unless the notice specified by this Subparagraph is given by the Contractor or unless such Work is performed as provided in Subparagraph 13.1.4. Any change in the contract sum resulting from such claim shall be authorized by agreement amendment.

13.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) written interpretation issued pursuant to Subparagraph 3.2.2, (2) any order by the Owner or Designated Representative to stop the Work pursuant to Paragraph 4.3 where the Contractor was not at fault, or (3) any written order for a minor change in the Work issued pursuant to Paragraph 13.4, the Contractor shall make such claims as provided in Subparagraph 13.3.1.

13.3.2.1 Any claim for damages of any character, delays for which the Owner is liable under the Contract Documents, extra work or extra compensation of any other nature, shall be waived unless notice thereof is given to the Owner, in writing, within ten (10) days after the initial occurrence of the first event, which is relied upon to justify the claim or within such time as the event should have reasonably been discovered by the Contractor and in any event, before extra cost is incurred.

13.3.2.2 Any claim for a delay for which the Owner is liable will not be allowed where there is a concurrent delay that is the responsibility of the Contractor.

13.3.2.3 No claim for damages of any character due to delays caused by adverse weather, acts of God, strikes, fire or unavoidable casualties will be allowed. The Contractor shall bear the expenses related to additional time granted for “force majeure” events.

13.3.2.4 The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the Designated Representative prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Designated Representative, or in all other cases within ten (10) days after the happening of the event, thing or occurrence giving rise to the potential claim. It is the intention of this paragraph that differences between the parties arising under and by virtue of the contract be brought to the attention of the Designated Representative at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

13.4 MINOR CHANGES IN THE WORK

13.4.1 The Architect/Engineer will have the authority to order, through the Designated Representative, minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order and such changes shall be binding on the Owner, the Designated Representative and the Contractor. The Contractor shall carry out such written orders promptly.
ARTICLE 14: UNCOVERING AND CORRECTION OF WORK

14.1 UNCOVERING OF WORK

14.1.1 If any portion of the Work should be covered contrary to the request of the Owner through the Designated Representative or Architect/Engineer, or to requirements specifically expressed in the Contract Documents, it shall, if required in writing by the Designated Representative, be uncovered for their observation and replaced, at the Contractor's expense.

14.1.2 If any other portion of the Work has been covered which neither the Designated Representative nor the Architect/Engineer has specifically requested to observe prior to being covered, the Architect/Engineer or Designated Representative, with written approval of the Owner, may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the Contract, the cost of uncovering and replacement shall, by an appropriate Change Order, be charged to the Owner, as the case may be. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by a separate contractor employed as provided in Article 7 and in that event, the separate contractor shall be responsible for payment of such costs.

14.2 CORRECTION OF WORK

14.2.1 The Contractor shall promptly correct all Work rejected by the Architect/Engineer or the Designated Representative as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect/Engineer's and Designated Representative's additional services made necessary thereby.

14.2.2 Notwithstanding acceptance of the Work by the Owner, if any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Designated Representative to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive the termination of the Contract. The Designated Representative shall give such notice promptly after discovery of the condition.

14.2.3 If, within one (1) year after the Date of Substantial Completion of the Work or the designated portion thereof, or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner or Designated Representative to do so unless the Owner or the Designated Representative has previously given the Contractor written acceptance of such condition. This obligation shall survive the termination of the Contract. The Owner or Designated Representative shall give such notice promptly after discovery of the condition.

14.2.4 The Contractor shall remove from the site all portions of the Work which are defective or nonconforming and which have not been corrected under Subparagraph 5.5.1, 14.2.1 and 14.2.2 unless removal has been waived by the Owner.

14.2.5 If the Contractor fails to correct the defective or nonconforming Work as provided in Subparagraph 5.5.1, 14.2.1 and 14.2.2, the Owner may correct it in accordance with Subparagraph 4.3.2.

14.2.6 If the Contractor does not proceed with the correction of such defective or nonconforming Work within a reasonable time fixed by written notice from the Designated Representative, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs that should have been borne by the Contractor, including compensation for the Designated Representative's additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and the appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

14.2.7 The Contractor shall bear the cost of making good all Work of the Owner or other contractors destroyed or damaged by such removal or correction.

14.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

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14.3.1 If the Owner prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be affected whether or not Final Payment has been made.

ARTICLE 15: TERMINATION OF THE CONTRACT

15.1 TERMINATION BY THE CONTRACTOR

15.1.1 If the Work is stopped under an order of any court or other public authority having jurisdiction for a period of three (3) months, through no fault of the Contractor or a Subcontractor or their agents or employees or any other person performing any of the Work under a contract with the Contractor, or if the Designated Representative should arbitrarily fail to issue any certificate for payment within a reasonable time after it is due, or if the Owner should fail to pay within sixty (60) days, any sum certified by the Designated Representative to the Contractor, he may, upon thirty (30) additional days written notice by the Contractor, stop Work or terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery.

15.2 TERMINATION BY THE OWNER

15.2.1 If the Contractor is adjudged bankrupt or if he makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvent, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules regulations, orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and its surety, ten (10) days written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

15.2.1.1 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Designated Representative's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

15.2.1.2 The expenses incurred by the Owner or Designated Representative and the damage incurred through the Contractor's default shall be certified by the Architect/Engineer.

15.2.2 The Owner may terminate the contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the Owner is prevented from proceeding with the contract by act of God, by law, or by official action of a public authority.

15.2.3 After receipt of a Notice of Termination, the Contractor shall submit to the Owner through the Designated Representative its written termination claim in the form and with the certification which the Owner or Designated Representative may require. Such claims shall be submitted promptly, but in no event more than thirty (30) days after the effective date of termination.

ARTICLE 16: PROJECT REQUIREMENTS

16.1 PROJECT REPORTS

16.1.1 Contractor Reports: Immediately after the contract is awarded, a meeting will be scheduled at the project site to review project procedures, designation of name and title of the authorized person or persons, representing the Contractor and responsible for the project management and field operation, designation of Emergency Contact, designation of representative for progress meetings, the requirements for daily, weekly and monthly reports and other submittals required to perform and administer the project. Without limiting the reports required, several reports are indicated below with their requirements:

16.1.2 Daily Force and Activity Reports: The Contractor shall prepare and submit to the Designated Representative, including similar data for each of its Subcontractors, a Daily Force and Activity Report. This report shall be on a form approved by the Designated Representative and shall indicate all Supervisors, Journeymen, Laborers or Helpers and, by crew, the activities, related to the Contractor's schedule, that are being performed. The Daily Force and Activity Report shall include information on material deliveries, tests, weather conditions and other significant events. Each Daily Force and Activity Report shall be delivered to the Designated Representative at the job site by 9:00 a.m. on the next succeeding business day.

16.1.3 Daily Change Documentation: The Contractor shall submit to the Designated Representative for review and verification, separate daily documentation of any "Change in the Work" being performed on any basis, other than agreed upon lump
16.1.4 Safety Reports: The Contractor shall submit to the Designated Representative copies of all accident reports and weekly minutes/reports of Safety Program "Tool Box" meeting and other safety information.

16.1.5 Material Status Reports: The Contractor shall prepare a Materials Status Report not later than fifteen (15) calendar days after the Notice to Proceed. The report shall include a complete list of suppliers, items to be purchased from them, the fabricator and manufacturer, the time required and the promised delivery dates for each item. This report shall be updated and submitted with the payment requisition monthly as an integral part thereof and more frequently as requested by the Designated Representative.

16.1.6 Purchase Orders: A copy of each purchase order as issued by the Contractor shall be furnished to the Designated Representative.

16.1.7 Job Cost Breakdown: The Contractor shall submit job cost breakdown reports for record and tax purposes to the Designated Representative. The first report shall be submitted within thirty (30) calendar days after date of each Notice to Proceed on any portion of the Work and shall be consistent in format with the schedule of values. Another report shall be submitted at the completion of the job and shall include all additions and deletions. Interim reports on various elements of the Work shall be submitted as required by the Owner for investment, tax credit, pollution control, financing and other purposes.

16.1.8 Monthly Progress Payment Applications: The Contractor shall submit Monthly Progress Payment Applications in the form and at the time as approved by the Designated Representative.

16.1.9 Monthly Reports: The Contractor shall submit to the Designated Representative copies of all monthly reports, such as MBE Participation, etc., required by governing bodies.

16.1.10 Monthly Certification: The Contractor shall submit to the Designated Representative periodic evidence and a monthly certification that "Record Documents", Test Reports and other Project Record Documents are being maintained for ultimate submittal to the Designated Representative and Owner at the completion of the Work.

16.1.11 Weekly Request for Information Status: The Contractor shall submit, each week on a day agreed to between the Contractor and the Designated Representative, a Request for Information Status Report indicating the Contractor's perception of the status of all submitted Requests for Information. The Request for Information Status Report will include a brief description of the request, date the request was submitted to the Designated Representative, date a response is needed from the Architect/Engineer, date a response is actually made by the Architect/Engineer, and any pertinent remarks. The Request for Information Status Report shall be in a format approved by the Designated Representative.

16.2 DRAWINGS, PRODUCT DATA AND SAMPLES

16.2.1 Shop Drawings: Shop drawings are drawings, diagrams, schedules and other data especially prepared for the Work by the Contractor, Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Shop drawings shall be signed by a registered professional engineer where required by law.

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

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

16.2.4 Submittals: Submittals forwarded by the Contractor to the Designated Representative shall be in conformance with the requirements of the Contract Documents. The Contractor shall notify the Architect/Engineer and Designated Representative in writing of any deviations in the submittals from the requirements of the Contract Documents at the time of submission. Before submission of each Shop Drawing, Product Data or Sample, the Contractor shall have determined and verified all quantities, dimensions, specified design and performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and review or coordinated each Shop Drawing, Product Data or Sample with other Shop Drawings, Product Data and Samples and with the requirements of the Work and the Contract Documents. The term "submittal" as used herein includes Shop Drawings, Product Data and/or Samples as required by the Contract Documents. All submittals shall be submitted thirty (30) days prior to commencement of work affected.

16.2.5 Notice of Variation: At the time of each submission, the Contractor shall give the Architect/Engineer specific written notice of each Contractor perceived variation that the submittal may have from the requirements of the Contract Documents and, in addition, the Contractor shall cause a specific notation to be made on each Shop Drawing, Product Data and/or Sample submitted to the Architect/Engineer for review and "approval" demonstrating each such perceived variation.
16.2.6 Architect/Engineer Submittal Review: The Architect/Engineer will review and "approve" with reasonable promptness the required submittals. The Architect/Engineer's review and approval of the Contractor's submittal does not constitute a complete check, but indicates only that design, general method of construction and detailing is satisfactory. The Architect/Engineer's review and approval does not permit any deviation from the Contract Requirements and does not relieve the Contractor of the responsibility for errors in dimensions, details, sizes of member, etc., or the coordinating of installation and construction with actual conditions of the Work. The Architect/Engineer's review and "approval" will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, the methods, technique sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or safety programs incident thereto. The individual review and "approval" of a component item as such will not indicate "approval" of the integrated final assembly into which the item is placed and in which the item must function. The Contractor shall make any corrections required by the Architect/Engineer, without any additional cost to the Owner. The Contractor shall return the required number of corrected copies of submittals to the Architect/Engineer who will promptly, as required, review the re-submittals for conformance with the design concept.

16.2.7 Resubmission Notice: The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to all revisions other than those requested by the Architect/Engineer or Designated Representative on previous submittals.

16.2.8 Contractor Responsibility: Review and "approval" of submittals by the Architect/Engineer shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called the Architect/Engineer's attention to each such variation at the time of submission as required and the Architect/Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the submittal "approval"; nor will any "approval" by the Architect/Engineer relieve the Contractor from the responsibility for the Contractor's own errors or omissions in the submittal or from the Contractor's responsibility for compliance with all Contract Document provisions.

16.2.9 No Work Prior to Submittal Approval: The Contractor shall resubmit submittals as required until the Architect/Engineer's approval is obtained. No work requiring submittals shall be executed until the Architect/Engineer's approval is given. Where a submittal is required by the Specifications, any related work performed prior to the Architect/Engineer's review and "approval" of the pertinent submission will be at the sole risk, expense and responsibility of the Contractor.

16.2.10 Transmittal Requirements: After checking and verifying all field measurements and complying with applicable procedures specified in the Contract Documents, the Contractor shall transmit all submittals to the Architect/Engineer with one (1) copy to the Designated Representative and shall include:

(a.) Date and revision dates.
(b.) Project title and number.
(c.) The names of:
   (1.) Architect/Engineer
   (2.) Designated Representative
   (3.) Contractor
   (4.) Contract Number
   (5.) Subcontractor or Supplier
   (6.) Manufacturer
   (7.) Separate Detailer when pertinent

d.) Number of Shop Drawings, Product Data and Sample submitted. (System to be established by Designated Representative.)
(e.) Identification of product or material.
(f.) Relation to adjacent structure or materials.
(g.) Field dimensions, clearly identified as such.
(h.) Specification section number and paragraph.
(i.) Applicable standards such as ASTM number or Federal Specification.
(j.) A blank space, minimum of 2 1/2 by 3 1/2 inches for the Architect/Engineer stamp.
(k.) Identification of deviations from Contract Documents.
(l.) Other pertinent data.

16.2.11 Approval Delays: The Contractor shall be responsible for any delays caused by the rejection of the submittal for inadequate or incorrect shop drawings, manufacturers data or other information.

16.2.12 Working Drawings: The Contractor is responsible for seeing that only "Approved" copies of shop drawings bearing the stamp of the Architect/Engineer are allowed on the job.

16.2.13 Approved Equals: The Contractor's attention is directed to Article 5.4 LABOR AND MATERIALS. Where two or more products are specified for an item of Work, either one thereof is acceptable and the choice is left to the Contractor. Where only one product is specified and where the term "or approved equal" or similar wording is used in connection with

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specified products, the Contractor may, if he so desires, offer for consideration a substitute product which he judges to be equal in every respect to the required product. When a specific process is specified as well as a guarantee of the results, the Contractor shall, if in its judgement the process may not produce the required result, submit for approval, an alternative process which he would guarantee. All such submittals shall be made, within forty (40) calendar days after award of the Contract, in writing to the Designated Representative, who in turn will forward them to the Architect/Engineer. Review of any substitute product will (1) be contingent upon submission of substantiating serviceability to specified product; (2) use of the item will not entail changes in details and construction of related Work; (3) item conforms to required design and artistic effect. The Contractor shall furnish with the first submittal, a sufficient number of drawings, specifications, samples, performance data and other information necessary to assist the Architect/Engineer in determining whether the proposed substitution is acceptable. The burden of proof shall be upon the Contractor. No consideration will be given to incomplete submittals. Substitutions shall be approved in writing before they may be used.

16.2.14 Conflicting Instructions: When product manufacturer's instructions are in conflict with the Contract Documents, the Contractor shall notify the Designated Representative for clarification before proceeding. The Contractor shall keep a copy of the various product manufacturer's instructions applicable to the Work at the project site.

16.2.15 Submittal Log: Each week on a day agreed to between the Contractor and the Designated Representative, the Contractor shall submit an updated submittal log to the Designated Representative indicating the Contractor's perception of the status of all required submittals and reviews. Similar information to that outlined below shall be provided for any required resubmittals. The submittal log will include such information as:

(a.) The schedule date to receive information from a subcontractor or supplier.
(b.) The actual date information was received from a subcontractor or supplier.
(c.) The scheduled date to submit information to the Architect/Engineer.
(d.) The date information was submitted to Architect/Engineer.
(e.) Anticipated date of return of information from Architect/Engineer.
(f.) Actual date information was received from Architect/Engineer.
(g.) Status or actions required.

16.2.16 Sample Submission: The Contractor shall submit all required samples for review and "approval" by the Architect/Engineer, with such promptness as to cause no delay in the Work. All samples shall be checked by the Contractor and accompanied by a specific written indication that the Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the Contractor's review of the submission. The samples shall be identified clearly as to equipment, material, supplies and include pertinent data such as demonstrating compliance with a certain Specification Section, catalog number, etc., and the use for which the material is intended. An approved sample of each material shall be provided to the Designated Representative prior to delivery of any materials for which submission of samples is required.

16.2.17 Sample Review: The Contractor shall submit four (4) samples of materials to the Architect/Engineer for approval as indicated in the Specifications. All samples shall be properly labeled to indicate type of material submitted, intended use, manufacturer's name, trade name, project name, Designated Representative's name, Contractor's, Subcontractor's and Supplier's names; and shall be transmitted as required by paragraph 16.2.10. Samples will be inspected and tested as required and if acceptable an approved notice will be sent to the Contractor along with one (1) approved sample. Rejected samples will be returned along with a statement of reasons for rejection. Accepted samples will be retained by the Architect/Engineer, one of which will be provided to the Designated Representative and shall become the property of the Owner.

16.2.18 Submittals Affecting the Contract Sum: The Architect/Engineers approval of submittals which deviate from the Contract Documents does not authorize changes to the Contract Sum. The Contractor shall notify the Architect/Engineer and the Designated Representative in writing at the time of transmittal of any changes to the Contract Sum affected by such approval of a submittal; otherwise, claim for extras will not be considered.

16.2.19 Ductwork Layout Drawings: As soon as practical and in no case starting later than thirty (30) days after the award of contract, the Mechanical Subcontractor shall prepare layout drawings of all duct work and piping at not less than 3/8" scale. The ductwork layout drawings shall show registers, grilles, diffusers and similar features as well as locations of all valves, dampers and other items requiring access for service and maintenance. The ductwork layout drawings shall also show beams, ceiling heights, walls, floor to floor dimensions, columns, doors and other major architectural and structural features as shown on the architectural and structural drawings.

16.2.20 Coordination with Subcontractors: The Contractor shall, within sixty (60) days after award, send a reproducible and two (2) prints of the ductwork layout drawings to the plumbing, materials handling, fire protection and electrical subcontractors who shall then make on the reproducible their own routings as well as other major items such as valves, access panels, switch panels, etc., as required to determine interrelationship and possible interferences with the mechanical ductwork and architectural or structural features. The marked-up reproducible shall then be returned to the Mechanical Subcontractor through the Contractor with copies to the Designated Representative no less than thirty (30) days after receipt by the other Subcontractors.
16.2.21 Composite Drawings: The Mechanical Subcontractor shall prepare a preliminary composite drawings of such layout drawings, incorporating all the information and routings provided by the other Subcontractors. (At its option, a group of transparent overlays may be substituted, provided that they clearly show the relationship of all proposed installations.) The preliminary composite drawings, or the overlays, shall be reviewed during a series of meetings, called by the Contractor and attended by the Architect/Engineer and the Designated Representative, at which all Subcontractors and trades shall be represented, in order to review and resolve any real or apparent interferences or conflicts.

16.2.22 Agreement by Subcontractors: After all conflicts or interferences are resolved the Mechanical Subcontractor shall develop a final set of composite drawings showing the agreed upon routing, layout and juxtaposition of all ductwork, conveyers, piping, major conduit, valves, panels, lighting fixtures and all other major mechanical and electrical installations. In areas where no mechanical ductwork occurs, but where other mechanical and electrical installations are installed, each Subcontractor shall be responsible for its own Work and shall cooperate in preparing similar composite drawings, shall perform its own drafting Work and pay its own costs in connection therewith. In preparation of all the final composite drawings, large scale details as well as cross and longitudinal sections shall be as required to fully delineate all conditions. Particular attention shall be given to the locations, size and clearance dimensions of equipment items, shafts and similar features. These final composite drawings shall then be signed-off by each of the Subcontractors, including the Mechanical Subcontractor, and the Contractor indicating their awareness of and agreement with the indicated routings and layouts and their interrelationship with the adjoining or contiguous Work. Thereafter, no unauthorized deviations will be permitted and if made without knowledge or agreement of the Architect/Engineer and Designated Representative, this unauthorized Work will be subject to removal and correction at no additional cost to Owner.

16.2.23 Minor Changes: In preparing the composite drawings, minor changes in duct, pipe or conduit routings that do not affect the intended function may be made as required to avoid space conflicts, when mutually agreed, but items may not be resized or exposed items relocated without the Architect/Engineer and Designated Representative’s written approval. No changes shall be made in any wall or chase locations, ceiling heights, door swings or locations, window or other openings or other features affecting the function or aesthetic effect of the building. If conflicts or interferences cannot be satisfactorily resolved, the Architect/Engineer and the Designated Representative shall be notified and their decision obtained.

16.2.24 Distribution of Composite Drawings: After the final composite drawings have been agreed upon and signed by all Subcontractors, the Contractor shall provide and distribute four (4) prints to each of the Subcontractors, to the Architect/Engineer and to the Designated Representative for reference and record purposes. The Contractor shall make similar distribution of all supplementary composite drawings, initiated by other subcontractors as indicated herein before. All Subcontractors desiring additional prints of such drawings, beyond the basic distribution indicated above, shall arrange for and pay the cost of the same.

16.2.25 Record Composite Drawings: The record copies of the final composite drawings shall be retained by the Designated Representative and each Contractor as a working reference. All shop drawings, prior to their submittal to the Architect/Engineer, shall be compared with the composite drawings and developed accordingly by the Contractor and the responsible Subcontractor. Any revision to the composite drawings which may become necessary during the progress of the Work shall be noted by the Contractor and all Subcontractors and shall be neatly and accurately recorded on the record copies. The Contractor and each Subcontractor shall be responsible for the up-to-date maintenance of its record copies of the composite drawings and to keep two (2) copies available at the site. The composite drawings and any subsequent changes thereto, shall be utilized by the Contractor and each Subcontractor in the development of its “Record Document” drawings.

16.2.26 Timely Submissions: The composite drawings need not be submitted as a whole, but they shall be submitted in all cases in ample time to avoid construction delay. The coordination drawings may lack complete data in certain instances pending receipt of shop drawings, but sufficient space shall be allotted for the items affected. When final information is received, such data shall be promptly inserted on the composite drawings.

16.2.27 Improperly Coordinated Work: No extra compensation will be paid for relocating any duct, pipe, conduit, or other material that has been installed without proper coordination between the Contractor and all Subcontractors involved. If any improperly coordinated Work or Work installed that is not in accordance with the approved composite drawings, necessitates additional Work by the Contractor or other Subcontractors, the costs of all such additional Work shall be borne solely by the Contractor or the Subcontractor responsible for the nonconforming Work.

16.2.28 Incorporation of Changes: All changes in the scope of Work due to revisions formally issued and approved shall be shown on the composite drawings.

16.2.29 Quality Draftsmanship: All Work on shop drawings, ductwork layout drawings, coordination drawings, and composite drawings shall be performed by competent draftsmen and shall be clear and fully legible. The Architect/Engineer shall be the sole judge of the acceptability of the drawings.

16.2.30 Structural Cutting: The Contractor shall obtain specific positive written instructions from the Architect/Engineer through the Designated Representative before cutting beams or other structural members, arches or lintels, and the Contractor shall be guided by such instructions.

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TEMPORARY SERVICES, SYSTEMS AND FACILITIES

16.3.1 Temporary Lighting, Power and Water: At its own expense, the Contractor shall furnish, install, maintain, and remove all temporary lighting, electric power, and potable water, including piping, wiring, lamps, and other equipment necessary for the execution and security of the Work; and shall be responsible for the cost of power and water usage. The Contractor shall not draw water from any fire hydrant, except to extinguish a fire, without first obtaining permission from the water agency concerned. The Contractor shall provide for distribution of drinking water to all work forces under this Contract.

16.3.2 Sanitation: The Contractor shall provide and maintain portable enclosed toilets for the use of all work forces under this Contract. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps. The Contractor shall not interrupt the flow of existing sanitary sewers. Should the Work involve the disruption of existing sewer facilities, the Contractor shall convey the sewage in closed containers and shall dispose of it in a sanitary sewer system as approved by local health authorities and the Designated Representative. Sewage shall not be permitted to flow in trenches or be covered by backfill.

16.3.3 Vermin Control: The Contractor shall maintain the job site free of rodents, insects, vermin and pests throughout all phases of construction, including suspensions of work, and until final acceptance of the Work. Necessary extermination work shall be arranged and paid for by the Contractor as part of the contract work and contract time and shall be performed by a licensed agency in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

16.3.4 Water Pollution Control: The Contractor shall prepare and implement a program to control water pollution effectively during the construction of all phases of the project. If the project results in more than 1 acre of soil disturbance, Contractors shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) in accordance with State of California Construction General Permit. Projects less than an acre of soil disturbance shall prepare a Water Pollution Control Plan following the California Department of Transportation handbook, or the functional equivalent of a Water Pollution Control Plan that identifies Best Management Practices (BMPs) which shall be implemented during construction. The following documents are approved resources for the proper selection and design of construction-related BMPs: Caltrans Construction Site Best Management Practices Manual, California Stormwater Quality Association Stormwater Best Management Practic Handbook for Construction. Water pollution control work shall consist of designing, constructing, and actively maintaining those facilities which are required to provide prevention, control, and abatement of water pollution.

16.3.5 Air Pollution Control: The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

16.3.6 Project Site Maintenance: Throughout all phases of construction, including suspensions of work, and until final acceptance of the Work, the Contractor shall keep the job site, including the interior of all structures, clean and free from rubbish and debris. The Contractor shall provide and maintain rubbish containers and periodic rubbish removal services as required by the pace of the Work and health regulations, and as acceptable to the Designated Representative.

16.3.6.1 The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

16.3.6.2 Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the Work and before final inspection the entire work site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be absorbed in the Contractor's bid.

16.3.6.3 The Contractor shall take care to avoid spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned by the Contractor.

16.3.6.4 Burning or burying of rubbish and waste materials on the project site is prohibited. Disposal of volatile fluid wastes in storm and sanitary sewer systems is prohibited.

16.3.6.5 Waste materials shall not be dropped or thrown from heights. Cleaning operations shall be scheduled so that dust and other contaminants resulting from the cleaning process will not fall on wet or newly painted surfaces. Dusty debris shall be sprinkled lightly with water as required to control dust.

16.3.6.6 The Contractor shall vacuum clean the interior of buildings prior to the start of finish painting. The Contractor shall continue vacuum cleaning thereafter on an as needed basis until the building is ready for acceptance.

16.3.6.7 Failure of the Contractor to comply with the Designated Representative's cleanup orders may result in an order to suspend the Work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

16.3.7 Final Cleaning: At the completion of the Work, the Contractor at its sole expense shall remove all waste materials and rubbish from and about the project, as well as all tools, construction equipment, temporary facilities, machinery, and surplus materials.

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16.3.12.1 At completion of construction and just prior to final inspection, the Contractor shall thoroughly clean the interior and exterior of the buildings, including hardware, floors, roofs, sills, ledges, glass, or other surfaces where debris, plaster, paint, spots, and dirt or dust may have collected. All glass shall be washed clean and polished. All grease, stains, labels, fingerprints, and other foreign materials shall be removed from interior and exterior surfaces. The Contractor shall repair, patch, and touch up marred surfaces to match adjacent finishes.

16.3.12.2 The Contractor shall use only experienced workmen or professional cleaners for final cleaning. Use only cleaning materials recommended by the manufacturer of the surface to be cleaned, and use cleaning materials only on surfaces recommended by the cleaning material manufacturer.

16.3.12.3 The Contractor shall be responsible for obtaining the use of any property, in addition to that provided for in the plans and specifications, which may be required for the diversion and protective works so as not to create a hazard to persons or property or to interfere with the water rights of others.

16.3.12.4 All works installed by the Contractor in connection with dewatering, control, and diversion of water but not specified to become a permanent part of the project, shall be removed and the site restored, insofar as practical, to its original condition prior to completion of construction or when directed by the Designated Representative.

16.3.12.5 The Contractor shall provide fire extinguishers for its trailers, for use as required when cutting and burning is performed, and as required throughout the job site as instructed by the local fire marshal.

16.3.12.6 The use of portable radios shall be in accordance with Federal Regulations and shall not interfere with other local radio operations.

16.3.13 Material Handling: The Contractor at its sole expense shall be responsible for handling and transporting, including lifting, its material and equipment to the location of need in a timely manner.

16.3.14 Cranes, Hoists and Scaffolds: The Contractor at its sole expense shall furnish, erect, maintain and remove all cranes, temporary hoists and scaffolding as may be required by the Contractor for the performance of the Work.
16.3.15 Storage: The Contractor at its sole expense shall provide and remove whatever temporary storage facilities, sheds, buildings, enclosures, partitions, etc., he deems necessary for the protection of its materials, tools and equipment after receiving approval from the Designated Representative on specific details of the method proposed. Any damage caused to Work in place by these temporary measures will be repaired/replaced at the Contractor's expense.

16.3.16 Security Fences: The Contractor at its sole expense shall provide temporary site enclosures (fences), barriers, and pedestrian walkways as indicated by the Contract Documents or as required to control access to the job site.

16.3.17 Security Services: The Contractor at its sole expense shall be responsible for job site security during various phases of the Work, including non-working hours and at other times, and as may be required for the protection of the Owner and the Designated Representative's interests. All costs for same will be paid by the Contractor.

16.3.18 Openings, Sleeves and Supports: The Contractor at its sole expense shall provide all necessary openings, channels, chases, flues, sleeves, inserts, hangers, etc, if any, and such cutting, patching, finishing, etc., if any, required by the Contract Documents to complete the Work.

16.3.19 Protection and Restoration of Existing Improvements: The Contractor at its sole expense shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property. All costs to the Contractor for protecting, removing, and restoring existing improvements shall be paid by the Contractor.

16.3.19.1 Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimensions in such a manner that the repaired work will not be readily noticeable.

16.3.20 Excavation Protection: The Contractor at its sole expense shall provide and maintain fencing, shoring and bracing and dewatering of all excavation.

16.3.21 Temporary Safety Measures: The Contractor at its sole expense shall provide, maintain and remove when no longer required all temporary safety measures, including all construction supplies, barricades, pedestrian walkways and equipment as may be required by the Contract Documents for its Work.

16.3.22 Advertising: The names of the Contractor, Subcontractors, the Architect/Engineer, including their consultants, with their addresses and the designation of their particular specialties, may be displayed on removable signs. The size, format and location of such signs shall be subject to the Designated Representative's approval. Commercial advertising matter shall not be attached or painted on the surfaces of buildings, fences, canopies, or barricades. All signs shall be removed when directed by the Designated Representative but not later than final acceptance of the Work.

16.4 SAFETY

16.4.1 OSHA and California Codes and Regulations: The Contractor at its sole expense shall provide, erect, maintain, dismantle and remove any and all barricades, railings, covers, warning lights, safety netting, and similar safety devices required to complete its Work and protect the public in accordance with OSHA, California Administrative Code, Title 8 Industrial Relations, Chapter 4 Division of Industrial Safety, Section 4 Construction and Safety Orders, Article 8 Explosives, and all other applicable code requirements.

16.4.2 Traffic Control: The Contractor shall conduct its Work so as to interfere as little as possible with pedestrian and vehicular traffic and he shall, at its sole expense, provide and maintain proper warnings and detour signs at all pedestrian and vehicular closures, intersections and along detours, directing traffic around closed portions of roadways. He shall, at its own expense, wherever necessary or required, provide and maintain fences, temporary roadways, temporary crossing signs, watchmen, warning lights and take such other precautions as may be necessary to protect life and property and shall be responsible for all damages occasioned in any way by its act or neglect. All barricades and obstructions shall be illuminated at night and all lights shall be kept on from one-half hour before sunrise until one-half hour after sunrise.

16.4.3 Fall Protection: When performing any cutting, removal, creating openings or holes, etc., the Contractor at its sole expense, by use of barricades, flagmen or other means, shall provide protective measures to assure that other workmen or the public are not exposed to potential injury by the operation being conducted.

16.4.4 Welding Protection: The Contractor at its sole expense shall provide, maintain and remove all shielding or similar precautions required to be taken adjacent to welding operations.

16.4.5 Personal Equipment: The Contractor at its sole expense shall provide and supervise the use of all proper safety and protective devices by its employees during any potentially dangerous phases of its Work.
16.4.6 Safety Orders: The Contractor shall have at the work site, copies or suitable extracts of: Construction Safety Orders, Electrical Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply and shall require the compliance by all Subcontractors with provisions of these Safety Orders and all other applicable laws, ordinances, and regulations.

16.4.7 Trench Excavations: As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit for acceptance by the Owner, a detailed plan showing protection of the worker from the hazard of caving ground.

16.4.8 Use of Explosives: Explosives may be used only when authorized in writing by the Owner, or as otherwise stated in the Contract Documents. Explosives shall be handled, used, and stored in accordance with all applicable regulations. The Owner's approval of the use of explosives shall not relieve the Contractor from its liability for claims caused by its blasting operations.

16.4.9 Hazardous Materials: The Contractor shall immediately stop work if unforeseen suspected hazardous material conditions are encountered. The Contractor shall immediately report the unforeseen conditions in the written form of a request for information submitted to the Designated Representative. Work shall be resumed after the Owner has fully resolved the questions related to the unforeseen conditions and has remediated any hazardous materials determined to be present.

END OF GENERAL CONDITIONS
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