

September 1, 2026

Various Projects
Contract No.: CS27-0002

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, California 93301

**SPECIFICATIONS AND NOTICE TO CONTRACTORS FOR THE JOB ORDER CONTRACT
– GENERAL PHASE 29, CONTRACT NO. CS27-0002; ALL DISTRICTS
(Fiscal Impact: None)**

The General Services Division requests your Board's approval of the specifications and authorization to publish the Notice to Contractors for the Job Order Contract (JOC) - General Phase 29.

The JOC provides for construction throughout Kern County by way of a competitively bid, fixed period, fixed unit priced, and indefinite quantity contract. Work is accomplished by issuing a series of individual work orders based on the established unit prices for the labor, equipment, and materials required to complete the project. In general, the work consists of, but is not limited to, various facility remodels and lighting projects.

Specifications are on file with the Clerk of the Board.

Therefore, IT IS RECOMMENDED that your Board: 1) approve the specifications; and 2) authorize the General Services Division to publish the Notice to Contractors in a newspaper of general circulation, pursuant to Public Contract Code Section 20125. The bid opening date will be Tuesday, October 13, 2026, at 11:00 A.M.

Sincerely,

A handwritten signature in blue ink, enclosed within a blue oval.

Michelle Burns-Lusich
Chief General Services Officer

MBL:BP;nr:th:yz
Attachments
cc: County Administrative Office

PROJECT MANUAL

**COUNTY OF KERN
JOB ORDER CONTRACT GENERAL - PHASE 29**

Bid Opening Tuesday October 13, 2026, at 11:00 A.M.



**Contract No.: CS27-0002
Approved: September 1, 2026
Required Contractor's License Classification: "B"**

**Construction Services Division
General Services Division of the
County Administrative Office
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301**

DOCUMENT 00100

NOTICE TO CONTRACTORS

ARTICLE 1 – INVITATION TO BID

- 1.01 Notice Inviting Bids:** County of Kern (hereinafter “Owner”) Owner will receive sealed Bids at the County of Kern, General Services Division of the County Administrative Office, Third Floor, Plans and Specifications Counter, Administrative Center, 1115 Truxtun Avenue, Bakersfield, California 93301-4639 until **11:00 A.M. on Tuesday, October 13, 2026**, for the following public work:

CS27-0002 - Job Order Contract General - Phase 29

- 1.02 Project Description:** A Job Order Contract (“JOC”) is a competitively bid, firm fixed priced indefinite quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established Unit Prices. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc., of buildings, structures, or other real property. Ordering is accomplished by the issuance of a Job Order against the Contract.

The Contractor, under the JOC contract, furnishes all management, labor, materials, and equipment needed to perform the work.

The County anticipates awarding one contract under this solicitation. The County reserves the right to award more than one contract under this solicitation. The JOC award under this solicitation will have no minimum value, and an initial maximum value of \$1,000,000. The term of the contract will be for one year or expenditure of the \$1,000,000 initial maximum value of the contract, whichever occurs first. Upon mutual agreement, the maximum value of the contract may be increased at any time during the term of the contract and for any amount, except that the aggregate contract amount may not exceed the maximum value established by PCC 20128.5.

Job Orders will be issued based on contractor performance, contractor’s ability to properly execute the workload, and the availability of funded or approved projects. The number, dollar value, and sequence of Job Order issuance is solely at the discretion of the County.

The OWNER selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian’s proprietary JOC Information Management System (“JOC IMS”), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian’s SaaS Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of the Contract. The JOC System License Fee shall be equal to 1% of the Job Order Price.

Each bidder must submit two sets of price Adjustment Factors to be considered responsive. These same Adjustment Factors must apply to all work tasks listed in the Construction Task Catalog® of the contract documents. The first set of Adjustment Factors will be for projects within Region 1 and the second will be for projects within Region 2. Each set of Adjustment Factors will consist of two factors. The first Adjustment Factor will be applied to work to be accomplished during Normal Working Hours. The second Adjustment Factor will be applied to work accomplished during Other Than Normal Working Hours.

The regions in which work will be performed are defined as follows:

1. Region 1: Shall generally be the Greater Bakersfield area including Lost Hills, Wasco, Buttonwillow, McKittrick, Taft, Ford City, Fellows, Valley Acres, Maricopa, Mettler, Lebec, Lake of the Woods, Frazier Park, McFarland, Shafter, Delano, Lamont and Arvin.
2. Region 2: Shall generally be the eastern portion of Kern County including Woody, Glennville, Alta Sierra, Wofford Heights, Kernville, Lake Isabella, Ridgecrest, Randsburg, Inyokern, Boron, California City, Mojave, Rosamond, Tehachapi, Keene, Stallion Springs, Twin Oaks and Golden Hills.

1.03 Bidding Documents: Contract Documents and the Bid Proposal form to be used for bidding on this contract may be obtained at County of Kern, General Services Division of the County Administrative Office, 1115 Truxtun Avenue, 3rd Floor, Bakersfield, California during the **Mandatory Pre-bid Conference**. No bid will be considered unless it is made on a Bid Proposal form furnished by the County of Kern. The substitution of securities for money withheld by Kern County to ensure performance of the contract is permitted under Public Contracts Code Section 22300.

1.04 Instructions: Bidders shall refer to Document 00 200 Instructions to Bidders for required documents and items to be submitted in a sealed envelope. Sealed proposals will be received before **11:00 A.M. on Tuesday, October 13, 2026**, at the following location:

1. Delivered in person, by courier service or by mail to the County of Kern, General Services Division of the County Administrative Office, Third Floor, Plans and Specifications Counter, Administrative Center, 1115 Truxtun Avenue, Bakersfield, California.
2. Mailed bids should be addressed to County of Kern, General Services Division, 1115 Truxtun Avenue, Third Floor, Bakersfield, California 93301-4639.

It is the sole responsibility of the Bidder to arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the bid receipt deadline to receive a test time stamp. The time stamp clock in the main lobby of General Services shall be the official time. Any bid received at or after 11:00 A.M. will be returned unopened. Soon after 11:00 A.M. the bids will be publicly opened and read on said date in the third floor conference room of the Administrative Center for construction of public work known as:

Job Order Contract General - Phase 29

1.05 Mandatory Pre-Bid Conference: Owner will conduct a **MANDATORY** Pre-Bid Conference at **10:00 A.M. on Wednesday, September 22, 2026**, at the General Services Division, 1115 Truxtun Avenue, 3rd floor, Bakersfield, California.

1.06 Bid Preparation Cost: Bidders are solely responsible for the cost of preparing their Bids.

1.07 Reservation of Rights: Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work.

ARTICLE 2 – LEGAL REQUIREMENTS

2.01 Required Contractor's License(s): A California “B” contractor's license is required to bid this contract.

2.02 Substitution of Securities: Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6290 Escrow Agreement For Security Deposits In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.

2.03 Prevailing Wage Laws:

Pursuant to Part 7 of Division 2 of the California Labor Code (Section 1720 et seq.) the Contractor shall pay not less than the prevailing rate of wages to workers on this project as determined by the Director of the California Department of Industrial Relations. The Director's schedule of prevailing rates is on file and open for inspection at County of Kern General Services Division of the County Administrative Office, 1115 Truxtun Avenue, Third Floor, Bakersfield, California 93301 and is hereby incorporated herein by this reference.

2.04 Required Registration with the State of California Department of Industrial Relations:

Pursuant to California Labor Code 1725.5 all contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contracts. Detailed information about contractor's responsibilities and online registration may be obtained on the State of California Department of Industrial Relations Public Works website: <https://www.dir.ca.gov/public-works/publicworks.html>.

- 2.04 For projects without Federal Funding, each Bidder must be licensed as required by law at the time the bid is submitted. For projects with Federal Funding, each Contractor must be licensed at the time the Contract is awarded

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

Bids are requested by the County of Kern ("Owner"), for a **CS27-0002 Job Order Contract General - Phase 29** as set forth in Document 00100 (Notice to Contractors), and the following additional terms.

A Job Order Contract ("JOC") is a competitively bid, firm fixed priced indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations throughout the County. The bid documents include a Construction Task Catalog® containing a collection of detailed repair and construction tasks and specifications that have established Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc., of buildings, structures, or other real property. Ordering is accomplished by the issuance of a Job Order against the Contract.

Thereafter, as projects are identified the Contractor will jointly scope the work with the Owner. The Owner will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and materialmen, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Contractor, under the JOC contract, furnishes all management, labor, materials, and equipment needed to perform the work.

The County reserves the right to award more than one contract under this solicitation. The JOC award under this solicitation will have NO minimum value, and a maximum potential value of \$1,000,000. The Contractor is not guaranteed to receive this volume of Job Orders. It is merely an estimate. The term of the contract will be for one year or expenditure of the \$1,000,000 maximum potential value of the contract, whichever occurs first. Upon mutual agreement, the maximum value of the contract may be increased at any time during the term of the contract and for any amount, except that the aggregate contract amount may not exceed the maximum amount established by law.

All Job Orders issued during the term of the Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

Job Orders will be issued based on contractor performance, contractor's ability to properly execute the workload, and the availability of funded or approved projects. The number, dollar value, and sequence of Job Order issuance is solely at the discretion of the County.

Each bidder must submit two sets of price Adjustment Factors to be considered responsive. These same Adjustment Factors must apply to all work tasks listed in the Construction Task Catalog® of the contract documents. The first set of Adjustment Factors will be for projects within Region 1 and the second will be for projects within Region 2. Each set of Adjustment Factors will consist of two factors. The first Adjustment Factor will be applied to work to be accomplished

during Normal Working Hours. The second Adjustment Factor will be applied to work accomplished during Other Than Normal Working Hours. For both sets of Adjustment Factors, the Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor. When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each Task.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Required Pre-Bid Conference

- A. Owner will conduct a Mandatory Pre-Bid Conference at the date, time and location indicated in Document 00100 (Notice to Contractors), to consider such matters. Bidders must attend a mandatory Pre-Bid Conference and sign an attendance roster as a condition to bidding.

1.02 Required Pre-Bid Investigations

- A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, and extent of Work to be performed. Refer to Document 00700 (General Conditions) on required pre-bid investigations.

1.03 Bidder Questions and Answers

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda. It is the sole responsibility of the Bidder to contact Construction Services Division at 661-868-3000 to verify that all addenda have been received. Addenda will only be available from Blueprint Services Co. 661-327-2501. Owner may not answer questions received less than ten Calendar Days prior to the date for opening Bids.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.04 Addenda

- A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. It is the sole responsibility of the Bidder to contact the County of Kern, Construction Services Division, 661-868-3000, to verify that all addenda have been received. Bid Proposals that do not contain a signed cover sheet for all addenda may, in the sole discretion of the County, be rejected as non-responsive. Addenda may also be acknowledged by number in Document 00410 (Bid Form). All addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE 2 - RECEIPT OF BIDS:

2.01 Date and Time

- A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00100 (Notice to Contractors). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.

2.02 Bid Submission:

- A. Owner will receive Bids in a sealed envelope, containing the required items described herein.
- B. Bidders should mark their Bid envelope using the name, address, identifying information and project number, indicated in Document 00100 (Notice to Contractors).

2.03 Required Contents of Bid Submittal Envelope

- A. Document 00410 (Bid Form). Bidders must submit Bids on Document 00410 (Bid Form) in accordance with the provisions of Document 00410. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. Document 00411 (Bond Accompanying Bid). Bidders must submit Document 00411 (Bond Accompanying Bid) accompanied by a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00411 of not less than \$20,000.00, payable to Owner and completed in accordance with the provisions of Document 00411.
- C. Document 00412 (Bidder Information Form). Bidders must submit Document 00412 (Bidder Information Form), completed in accordance with the provisions of Document 00412.
- D. Document 00452 (Non-Collusion Declaration). Bidders must submit Document 00452 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00452.
- E. Document 00453 (Iran Contracting Act Certification). Bidders must submit Document 00453 (Iran Contracting Act Certification) in accordance with Public Contract Code Sections 2200 et seq.
- F. Document 00455 (Bidder Certifications). Bidders must submit Document 00455 (Bidder Certification) completed in accordance with the provisions of Document 00455.

ARTICLE 3 - BID OPENING AND EVALUATION

3.01 Determination of Apparent Low Bidder

- A. Owner will open each Bidders' Envelope at the time and place indicated in Document 00100 (Notice to Contractors), initially evaluate them for bid bond and addenda. Further evaluation will follow, and notification of the "Apparent Low Responsive, Responsible Bidder" will be recommended to the Board of Supervisors during an open meeting.
- B. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.
- C. Each bidder must submit two sets of price Adjustment Factors to be considered responsive. These same Adjustment Factors must apply to all work tasks listed in the Construction Task Catalog® of the contract documents. The first set of Adjustment Factors will be for projects within Region 1 and the second will be for projects within Region 2. Each set of Adjustment Factors will consist of two factors. The first Adjustment Factors will be applied to work to be accomplished during Normal Working Hours. The second Adjustment Factor will be applied to work accomplished during Other Than Normal Working Hours. For both sets, the Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor. When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task.
- D. All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

3.02 Evaluation of Bids

- A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles Owner to reject the Bid as

non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.

- B. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, Adjustment Factors, and other data, as may be requested in Document 00410 (Bid Form) or prior to the Notice of Award.
- C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.
- D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- E. Discrepancies between written words and figures will be resolved in favor of the words.
- F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.
- G. Bids shall be evaluated by determining the "Evaluation Criteria Figure" as follows:

75% of the Adjustment Factor for projects within Region 1, and 25% of the Adjustment Factor for projects within Region 2. Each set of Adjustment Factors will be further evaluated with 75% of the Adjustment Factor for Normal Working Hours, and 25% of the Adjustment Factor for Other than Normal Working Hours

Evaluation Criteria Figure = (Line A from Bid Form x 56.25%) + (Line B from Bid Form x 18.75%) + (Line C from Bid Form x 18.75%) + (Line D from Bid Form x 6.25%)

3.03 Reservation of Rights

- A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if Owner believes that it would not be in the best interest of the Contract to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.
- B. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Calendar Days after award or full execution of the Contracts, whichever first occurs.
- C. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Contracts.

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES:

4.01 Submission of Written Bid Protest

- A. Any Bid protest in connection with the construction contract or work described in general in Document 00100 (Notice to Contractors) must be submitted in writing to the General Services Division of the County Administrative Office, Third Floor, Plans and Specifications Counter, Administrative Center, 1115 Truxtun Avenue, Bakersfield, California 93301-4639, before 4:30 P.M. of the fifth Business Day following opening of the Bids.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.

- E. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid.
- F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

- A. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder but must timely pursue its own protest.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

- A. If Contracts are to be awarded, they will be awarded to the three lowest responsive responsive Bidders. Such Awards, if made, will be made within sixty (60) Calendar Days after the opening of the Bid Proposals.
- B. Successful Bidders must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, within the time limits requested by County. Failure to deliver the "Required Contract Documents" to County by **5:00 p.m. October 26, 2026**, will entitle the Owner to consider your Bid abandoned, and to declare your Bid security forfeited.

5.02 Required Contract Documents and Proof of Insurance

- A. Document 00500 (Agreement), fully executed by successful Bidder. Submit TWO originals, each bearing an original signature.
- B. Document 00601 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00601. Submit TWO originals.
- C. Document 00602 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00602. Submit TWO originals.
- D. Document 00603 (Guaranty), fully executed by successful Bidder. Submit TWO originals.
- E. Document 00620 – Withheld Contract Funds Certification. Submit TWO originals
- F. Insurance certificates and endorsements required by Document 00800 (Supplementary General Conditions—Insurance): Submit TWO original set.
- G. Connelly Asbestos Notification. Submit TWO originals.
- H. Corporate Resolution IF APPLICABLE. Submit TWO originals.
- I. Fictitious Business form IF APPLICABLE (copy of recorded document). Submit TWO originals.

5.03 Failure to Execute and Deliver Documents:

- A. If Bidder to whom Contract is awarded, within the period described in this Document 00200, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract. Bidder agrees that calculating the damages Owner may suffer as a result of

Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.

- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly.

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

- A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Contract. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at any Site.
- B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Wage Rates:

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the General Services Division of the County Administrative Office, Third Floor, Plans and Specifications Counter, Administrative Center, 1115 Truxtun Avenue, Bakersfield, California 93301-4639 and are deemed included in the Bidding Documents. Upon request, Owner will make available copies to any interested party.

6.03 Withdrawal of Bids:

- A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with Owner at the General Services Division of the County Administrative Office, Third Floor, Plans and Specifications Counter, Administrative Center, 1115 Truxtun Avenue, Bakersfield, California 93301. Bidder or its duly authorized representative shall execute request to withdraw Bid.

6.04 Ineligible Contractors and Subcontractors:

- A. Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.05 Definitions:

- A. All abbreviations and definitions of terms used in this Document 00200 are set forth in Document 00700 (General Conditions) and Section 01422 (Definitions).

6.06 Contractor License Fee

The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's SaaS Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee

applies to all Job Orders issued to the Contractor under the terms of the Contract. The JOC System License Fee shall be equal to 1% of the Job Order Price.

Upon the Contractor's receipt of the initial payment from the Owner, Gordian will invoice the Contractor for the JOC System License Fee. Contractor shall remit payment to Gordian within thirty (30) days of the date of the invoice. Any amounts arising in relation to money not paid when due may be subject to a late charge of (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less.

END OF DOCUMENT

DOCUMENT 00410

BID FORM

TO THE COUNTY OF KERN

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: **Job Order Contract General – Phase 29**

Project Number: **CS27-0002**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Kern (hereinafter "Owner") in the form included in the Contract Documents, Document 00500 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Job Order Price and within the Job Order Completion Time indicated in each Job Order and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Notice to Contractors), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Calendar Days after the day of Bid opening, unless there is a bid protest, then 90 Calendar days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received, reviewed and has included the signed cover sheet for each of the following Addenda in this bid submission:

Addendum Number	Addendum Date	Signature of Bidder

Adjustment Factors. The Contractor bids two sets of Adjustment Factors each consisting of two factors each that will be applied against the Unit Prices set forth in the Construction Task Catalog®. These Adjustment Factors will be used to price out fixed price Job Orders by multiplying the Adjustment Factor by the Unit Prices and quantities. Specify Adjustment Factors to four (4) decimal places.

Line A- Unit work requirements to be performed during Normal Working Hours (7:00 a.m. – 6:00 p.m. Monday through Friday except for Owner holidays) for Projects within Region 1 as ordered by the County in individual Job Orders against the Contract.

A. .

Bid for Region 1 Normal Working Hours - in words

Line B- Unit work requirements to be performed during Normal Working Hours (7:00 a.m. – 6:00 p.m. Monday through Friday except for Owner holidays) for Projects within Region 2 as ordered by the County in individual Job Orders against the Contract.

B. .

Bid for Region 2 Normal Working Hours - in words

Line C- Unit work requirements to be performed during Other Than Normal Working Hours (6:00 p.m. – 7:00 a.m. Monday through Friday, all day Saturday and Sunday, and Owner holidays) for Projects within Region 1 as ordered by the County in individual Job Orders against the Contract.

C. .

Bid for Region 1 Other Than Normal Working Hours - in words
Shall be greater than or equal to Line A Adjustment Factor

Line D- Unit work requirements to be performed during Other Than Normal Working Hours (6:00 p.m. – 7:00 a.m. Monday through Friday, all day Saturday and Sunday, and Owner holidays) for Projects within Region 2 as ordered by the County in individual Job Orders against the Contract.

D. .

Bid for Region 2 Other Than Normal Working Hours - in words
Shall be greater than or equal to Line B Adjustment Factor

4. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
5. If the documents required by Document 00200 (Instructions to Bidders) are mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00410, or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein.

6. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of \$20,000.00 and made payable to the County of Kern.
7. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all Work within the time specified in Document 00500 (Agreement).
8. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00500 (Agreement) shall be as set forth in Document 00500.
9. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number: _____ Expiration: _____.

_____	_____
(Place of Incorporation, if Applicable)	(Principal)

	(Principal)

	(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Contractor's Representative(s):

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

END OF DOCUMENT

DOCUMENT 00411

BOND ACCOMPANYING BID

COUNTY OF KERN

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the County of Kern (hereinafter Obligee), a political subdivision of the State of California, in the penal sum of **Twenty Thousand dollars (\$20,000.00)** for the bid of the Principal above named, submitted by said Principal to Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$20,000.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT WHEREAS THE PRINCIPAL has submitted the above-mentioned bid to Obligee for certain construction specifically described as follows, for which bids are to be opened at Bakersfield, California, on the date as indicated on the bid documents for the **CS27-0002 Job Order Contract General - Phase 29**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written Agreement, in the prescribed form, in accordance with the bid, files the two bonds with the Obligee, one to guaranty faithful performance and the other to guaranty payment for labor and materials, as required by law, provides all required insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Document 00200 (Instructions to Bidders), then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

If suit is brought upon this Bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable costs and Attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2026.

Correspondence of claims
relating to this bond
should be sent to the
surety at the following
address:

(SEAL)

(SEAL)

(SEAL)

PRINCIPAL

(SEAL)

(SEAL)

(SEAL)

SURETY

Phone: () _____

Note: Signatures of those executing for the Surety must be properly acknowledged.

END OF DOCUMENT

BIDDER INFORMATION FORM

INSTRUCTIONS

In order to register to undertake work for Owner, Bidder **must**:

- 1) Fill out this registration form completely; do not leave blanks.
- 2) Provide certificates of insurance or a letter evidencing coverage

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____ Contractor DIR # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Email Address: _____

Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501(c)(3) _____ Corporation
 _____ other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

BONDING

Surety Company Providing Bonds: _____

Address: _____

Phone and Fax: _____

Admitted in California YES _____ NO _____

A.M. Best Rating: _____

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE COUNTY OF KERN AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

SAFETY EXPERIENCE

The following statements as to the Bidder's safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder's interstate Experience Modification Rate for the last three years.
[20__] ____ **[20__]** ____ **[20__]** ____
2. Use Bidder's last year's Cal/OSHA 200 log to fill in the following number of injuries and illnesses:
 - a. Number of lost workday cases _____
 - b. Number of medical treatment cases _____
 - c. Number of fatalities _____
3. Employee hours worked last year _____
4. State the name of Bidder's safety engineer/manager: _____

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE THE COUNTY OF KERN, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: _____
Signature

Its: _____
Title

Date _____

END OF DOCUMENT

DOCUMENT 00452

NON-COLLUSION DECLARATION

PUBLIC CONTRACT CODE §7106

PROJECT TITLE: CS27-0002 JOB ORDER CONTRACT GENERAL - PHASE 29

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____
(Office of Affiant) (Name of Bidder)
the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____,
(Date) (City)

(State)

(Name of Bidder)

(Signature of Principal)

NOTE: If Bidder is a partnership or a joint venture, this declaration must be signed and sworn to by every member of the partnership or venture.

NOTE: If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Bidder's declaration on this form is made outside the State of California, the official position of the person making such declaration shall be certified according to law.

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2200 *et seq.*)

Project Name/Number: CS27-0002 Job Order Contract General – Phase 29

As required by California Public Contract Code section 2204, the Contractor certifies that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code sections 2200 *et seq.*) is true and correct:

- ☐ The Contractor is not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ Kern County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Kern County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the project is less than \$1,000,000.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder to the above selected option. This certification is made under the laws of the State of California.

Firm

Signed

Date

Name/Title

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF DOCUMENT

DOCUMENT 00455

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to the County of Kern (hereinafter "Owner") as set forth in sections 1 through 6 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. STATEMENT OF BIDDER

Have you, or any officer of yours, or any employee of yours who may have a proprietary interest in your Bid, ever been disqualified, removed, or otherwise prevented from bidding on or completing any Federal, State, or Local Governmental project because of a violation of law or safety regulations:

YES _____ NO _____

3. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

4. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

5. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and am eligible to bid and work on public works projects.

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the County will be relying on this certification if it awards the Contract to the undersigned.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

BIDDER:

(Name of Bidder)

Date: _____, [20__]

By: _____

(Signature)

Name: _____

(Print Name)

Its: _____

(Title)

END OF DOCUMENT

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT, dated _____ is by and between **[Insert name of Contractor]** whose place of business is located at **[Insert address of Contractor]** ("Contractor"), and the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, in consideration for the promises and payment to be made and performed by County, and under the conditions expressed in the incorporated Bid Proposal (Bid), bonds and related papers, Contractor agrees to do all the work and furnish all the materials at the expense of Contractor (except such as the Specifications state will be furnished by County) necessary to construct and complete in a good and workmanlike manner to the satisfaction of the County Administrative Officer of General Services Division of the County Administrative Office all the work shown and described in the Contract Documents for the contract known as:

CS27-0002 Job Order Contract General – Phase 29

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. The Contract is an indefinite-quantity contract for construction work and services. There is no Minimum Contract Value. The Maximum Contract Value is \$1,000,000. At the discretion of the Owner and if deemed to be in the public interest, the Maximum Contract Value of this Contract may be increased. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

- A. The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factors bid on the Bid Form. Owner shall pay Contractor the lump sum Job Order Price for completion of individual Job Orders in accordance with Contract Documents, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed of each individual Job Order (**Commencement Date**).
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Final Completion of the entire work as set forth in the Notice to Proceed for the individual Job Order.

ARTICLE 3 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

- A. As liquidated damages for delay, Contractor shall pay Owner as per the Contract Documents for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the individual Job Orders, until achieved.

3.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00700 (General Conditions).

ARTICLE 4 - CONTRACT DOCUMENTS

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

Document 00001	Cover Sheet
Document 00100	Notice to Contractors
Document 00200	Instruction to Bidders
Document 00410	Bid Form
Document 00411	Bond Accompanying Bid
Document 00412	Bidder Information Form
Document 00452	Non-Collusion Declaration
Document 00453	Iran Contracting Act Certification
Document 00455	Bidder Certifications
Document 00500	Agreement
Document 00501	Notice of Award
Document 00559	Agreement and Release of Any and All Claims
Document 00601	Construction Performance Bond
Document 00602	Construction Labor and Material Payment Bond
Document 00603	Guaranty
Document 00620	Withheld Contract Funds Certification
Document 00700	General Conditions
Document 00705	Supplemental General Conditions
Document 00738	Apprenticeship Programs
Document 00800	Supplementary Conditions – Insurance
Document 01300	Submittals
Document 01325	Construction and Progress Schedules
Document 01400	Quality Requirements
Document 01410	Regulatory Requirements
Document 01422	Definitions
Document 01600	Substitution Request Form
Document 01650	Starting of Systems
Document 01705	Cutting and Patching
Document 01780	Contract Closeout
Technical Specifications	CSI
Construction Task Catalog®	
Gordian Technical Specifications	

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

ARTICLE 5 - MISCELLANEOUS

- 5.01** Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01422 (Definitions) and will have the meaning indicated therein.
- 5.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 5.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under

Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

- 5.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 5.05** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Kern, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Kern.

IN WITNESS WHEREOF the parties have executed seven original Agreements on the day and year first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:
GENERAL SERVICES DIVISION OF THE
COUNTY ADMINISTRATIVE OFFICE

CONTRACTOR:

Firm's Name

By _____
Bill Potter, Deputy Chief General Services
Officer

Type of Entity: (Corporation, partnership, sole proprietorship)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By _____
Signature

By _____
Brian Van Wyk, Deputy County Counsel

Typed Name

COUNTY OF KERN

Title of Individual Executing Document on behalf of
Firm

By _____
Michelle Burns-Lusich,
Chief General Services Officer

NOTICE: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND ARE REGULATED BY CONTRACTORS' STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CALIFORNIA 95814.

END OF DOCUMENT

DOCUMENT 00501

PROPOSED CONTRACT DOCUMENTS TRANSMITTAL

[Contractor Name]

[Date]

SUBJECT: CS27-0002 Job Order Contract General – Phase 29

The Contract Sum of your proposed contract is One Million Dollars (\$1,000,000.00)

1. The proposed Contract Documents listed below accompany this Document 00501. Several departments and entities will require original documents with original "wet" signatures. Therefore, Contractor shall return FIVE copies of each of the required documents, each of the FIVE copies require original "wet" signatures.

2. Contractor shall return the required documents to the County no later than _____, in order to meet the Board of Supervisors agenda requirements imposed on the Clerk of the Board.

- a. Document 00500 (Agreement)
- b. Document 00601 (Construction Performance Bond), executed by you and your surety. BE CERTAIN TO HAVE A POWER OF ATTORNEY AND NOTARY FOR EACH OF THE PERFORMANCE BONDS (FIVE IN TOTAL FOR THE PERFORMANCE BOND)
- c. Document 00602 (Construction Labor and Material Payment Bond), executed by you and your surety. BE CERTAIN TO HAVE A POWER OF ATTORNEY AND NOTARY FOR EACH OF THE LABOR AND MATERIAL PAYMENT BONDS (FIVE IN TOTAL FOR THE LABOR AND MATERIAL PAYMENT BOND)
- d. Insurance certificates with endorsements required under Document 00800 (Supplementary Conditions – Insurance).
- e. Document 00603 (Guaranty)
- f. Document 00620 (Withheld Contract Funds Certification)
- g. Connelly Asbestos Notification
- h. Corporate Resolution, if applicable
- i. Fictitious Business form, if applicable (must be copy of recorded document)

3. Failure to comply with these conditions will entitle Owner to consider your Bid abandoned, and to declare your Bid security forfeited.

4. Upon commencement of the Work, you and each of your Subcontractors shall certify copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776. Contractor and Subcontractors shall provide copies of certified payroll records upon request by the County.

5. General Services Division will recommend the Board of Supervisors execute the Agreement during the meeting of **November 10, 2026**, 2:00 p.m. session. You will receive a copy of the Board letter under separate cover.

END OF DOCUMENT

DOCUMENT 00 5590

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Contract Code § 7100]

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this **[date]** day of **[Month]**, **[2026]**, by and between the County of Kern (hereinafter "Owner"), and **[Insert name of Contractor]** ("Contractor"), whose place of business is at **[Insert address of Contractor]**.

RECITALS

- A. Owner and Contractor entered into Contract Number **CS27-0002** (the "Contract") for construction of Owner **Job Order Contract General – Phase 29** located at _____.
- B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____
- 2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of [_____] Dollars and _____ Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4 of this Document 00 5590. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 5590. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00 5590.
- 4. The following claims submitted under Document 00 7200 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release.

[Insert information in Chart below, affix attachment if necessary]

CLAIM NO.	DATE SUBMITTED	DESCRIPTION OF CLAIM	AMOUNT OF CLAIM

5. Consistent with California Public Contract Code §7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00 5590, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless Owner, any of the Owner's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 5590.
8. Contractor hereby waives the provisions of California Civil Code §1542, which provide as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

COUNTY OF KERN

By _____
Brian Van Wyk, Deputy County Counsel

By _____
Michelle Burns-Lusich, Chief General Services
Officer

"COUNTY"

APPROVED AS TO CONTENT:
CONSTRUCTION SERVICES

Contractor's Name

By _____
Bill Porter, Deputy Chief General Services
Officer

Type of Entity
(corporation, partnership, sole proprietorship)

By _____
Signature

Typed Name

Title of Individual Executing
Document on behalf of Firm

END OF DOCUMENT

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01 THAT WHEREAS, the COUNTY OF KERN (hereinafter "Owner"), a public agency of the State of California, has awarded to (Name of Contractor) as Principal, Contract Number CS27-0002 dated _____ (the "Contract"), titled THE Job Order Contract General - Phase 29 PROJECT in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

CS27-0002 Job Order Contract General – Phase 29

- 1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.03 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) as Surety are held and firmly bound unto Owner in the sum of 100% OF THE MAXIMUM CONTRACT VALUE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.06 Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract

Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. If suit is brought upon this bond the Surety shall pay reasonable costs and attorney's fees to be fixed by the court.
- 1.08** Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09** No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 1.10** Surety shall join in any proceedings brought under the Contract upon Owner's demand, and shall be bound by any judgment.
- 1.11** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company (Corp. Seal)

Signature

Name & Title

Address

City, State, Zip Code

Company (Corp. Seal)

Signature

Name & Title

Address

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00602

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01 THAT WHEREAS, the COUNTY OF KERN (hereinafter "Owner"), a public agency of the State of California, has awarded to (Name of Contractor) as Principal, Contract Number CS27-0002 dated _____ (the "Contract"), titled THE Job Order Contract General - Phase 29 PROJECT in the amount of \$ _____, which Contract is by this reference made a part hereof, for the work of the following Contract:

CS27-0002 Job Order Contract General – Phase 29

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

Owner's rights against the other. If suit is brought upon this bond the Surety shall pay reasonable costs and attorney's fees to be fixed by the court.

- G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _ day of _____, 20__.

CONTRACTOR AS PRINCIPAL

SURETY

Company (Corp. Seal)

Company (Corp. Seal)

Signature

Signature

Name & Title

Name & Title

Address

Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

DOCUMENT 00603

GUARANTY

TO: THE COUNTY OF KERN (hereinafter "Owner"), for construction of the individual Job Orders under the **CS27-0002 Job Order Contract General - Phase 29**.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

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The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date

Name/Title

Contractor

Signature

For maintenance, repair or replacement service contact:

Name

Telephone

Address

Alt. Telephone

City, State, and Zip

END OF DOCUMENT

DOCUMENT 00620

WITHHELD CONTRACT FUNDS CERTIFICATION

Public Contract Code Section §22300 requires the inclusion in invitations for public agency bids and in public agency contracts a provision which will, at the expense of the contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a contract. Therefore, as a contractor on: **CS27-0002 Job Order Contract General - Phase 29**

- ☐ I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights provided in Public Contract Code Section i§22300.
- ☐ I do intend to exercise my option as specified in Public Contract Code Section §22300 and hereby agree to the following:
1. I will establish an escrow agreement satisfactory to the County, with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:
 - a. The amount of securities to be deposited;
 - b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
 - c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
 - d. The terms and conditions of 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;
 - e. The decrease in value of securities on deposit; and
 - f. The termination of the escrow agreement upon completion of the contract and acceptance by the County.
 2. I will obtain written consent of the surety to any such agreement; and
 3. I will attach to each progress payment submitted a notarized copy of escrow instructions executed by agents thereof and on bank letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose (with contractor's complete and unreserved agreement) without prior written approval by the County of Kern with respect to the project herein above referenced.

Signature of Bidder

END OF DOCUMENT

GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation of Documents

- A. Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02 Order of Precedence of Documents

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
 - 1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 - 2. Agreement Forms (Document 00500), and terms and conditions referenced therein;
 - 3. General Conditions (Document 00700);
 - 4. Supplementary General Conditions (Document 00705);
 - 5. Division 1 Specifications, if included;
 - 6. Drawings and Technical Specifications (Division 2 and above);
 - 7. Figured dimensions over scaled dimensions;
 - 8. Large-scale Drawings over small-scale Drawings.
 - 9. Construction Task Catalog®
 - 10. Gordian Technical Specifications
- B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
- C. Any conflict between a list of materials shown in the Detailed Scope of Work of an individual Job Order and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the Detailed Scope of Work.
- D. All Technical Specifications included in the Project Manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

- A. Prior to and as a condition of submitting a Bid and executing Document 00500 (Agreement), Contractor shall investigate fully the Work of the Contract. Contractor shall examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, locality, and actual conditions.
- B. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations and shall not be entitled to Supplemental Job Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.02 Limited Reliance Permitted on Owner's Existing Conditions Data

- A. Regarding aboveground and as-built conditions shown on any Contract Document or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its Joint Scope Meeting investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner's attention.

- B. Regarding subsurface conditions other than Underground Facilities shown on any Contract Document or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03 Joint Scope Investigation Requirements for Excavation and Utilities Relocation Projects

- A. As part of its Joint Scope Meeting investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall verify information regarding Underground Facilities, including but not limited to, requesting additional information or verification of information as necessary.
- B. Because of the nature and location of Owner and a Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

ARTICLE 3 - SUBCONTRACTORS

3.01 Subcontractor Listing Law

- A. Contractor shall comply with the Subcontractor Listing law, California Public Contract Code §§4101 et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.
- B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts

- A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS

4.01 Intent Of Drawings And Specifications

- A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings, Specifications or Detailed Scope of Work. Incidental work includes any work not shown on Drawings or described in Specifications or indicated in the Detailed Scope of Work that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications or indicated in the Detailed Scope of Work. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including the Detailed Scope of Work. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings or indicated in the Detailed Scope of Work, and the expense of incidental work shall be included in the Contractor's Adjustment Factor.

4.02 Checking Of Drawings And Specifications

- A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.

4.03 Interpretation Of Drawings And Specifications

- A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.
- B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings, Specifications and the Detailed Scope of Work, or should Contractor have any questions or requests relating to Drawings, Specifications or the Detailed Scope of Work, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer, where applicable. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Job Order Price or Job Order Completion Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in

conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.

- C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this Paragraph ten Working Days prior to furnishing such materials or performing such Work.

4.04 Use Of Drawings And Specifications.

- A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

- A. Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:
 - 1. Schedule of Values
 - 2. Critical Path Method Construction Schedule
 - 3. Schedule of Submittals.
- B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.
- C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date Of Contract Term

- A. The Contract Term will commence ten (10) Working Days following execution of the Agreement by the Board of Supervisors, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

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

address of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission or email confirmation, shall be deemed legal and sufficient service thereof upon Contractor.

6.02 Contractor's Superintendents Or Forepersons

- A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site. The Superintendent shall not be changed except with the consent of the County unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in its' employ. If the Superintendent proves to be unsatisfactory to Owner, they shall be replaced within ten (10) Calendar Days after written notice from Owner to Contractor.

6.03 Proficiency In English

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

6.04 Contractor's And Subcontractors' Employees

- A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

6.05 Contractor's Use Of The Site

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

ARTICLE 7 - OWNER'S ADMINISTRATION OF WORK

7.01 Owner's Representative(s)

- A. Owner's Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.
- B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner's Representative, and Contractor shall issue all communications to Owner through Owner's Representative in a written document delivered to Owner.
- C. Should any direct communications between Contractor and Owner's consultants, architects or engineers not identified in Article 2 of Document 00500 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 Owner's Observation Of The Work

- A. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Architect/Engineer's Observation Of Work

- A. Owner may engage an Architect/Engineer, an independent consultant or Project Manager (collectively for purposes of this Paragraph, "Project Manager/Architect") to assist in administering the Work. If so engaged, Project Manager/Architect will advise and consult with Owner, but will have authority to act on behalf of Owner only to the extent provided in the Contract Documents or as set forth in writing by Owner. Project Manager/Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- B. Project Manager/Architect may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to Owner disapproval or rejection of Work that Project Manager/Architect believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

7.04 Owner's And Architect/Engineer's Exercise Of Contract Responsibilities

- A. Owner, Project Manager, Architect/Engineer and all Owner's representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 Owner's Right Of Access To The Work

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

7.06 Owner's Right Of Separate Construction

- A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.
- B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.
- C. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected.

ARTICLE 8 - CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor To Supervise The Work

- A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.
- B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.
- C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
- D. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.
- E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor To Maintain Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide summaries or reports comparing actual Project costs with estimates or budgets, upon Owner's request.
- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work.

Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Section 8546.7 of the California Government Code. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor To Supply Sufficient Workers And Materials

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

8.04 Contractor To Maintain Project Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Job Order documents, including the Detailed Scope of Work, Drawings, Specifications, Addenda, Contract Modifications, Work Directives, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.
- B. Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

8.05 Contractor To Not Disrupt Owner Operation

- A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

8.06 Contractor To Provide Temporary Facilities And Controls

- A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating,

cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls, noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty And Guaranty

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of the Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. .
- B. Extended Guarantees: Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
- C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Owner that:
 - 1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
 - 2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
 - 3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
 - 4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02 Inspection Of Work

- A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and

rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

- B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work, in addition to tests and submittals required in the individual material or equipment specification sections. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.
- C. Contractor shall give Owner no less than 48 hours notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- D. If applicable laws or regulations of any authority having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work.
- F. Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to the extent of uncovering or taking down portions of finished Work. , Cost of making examination and of reconstruction shall be borne by Contractor.
- G. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Supplemental Job Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.
- H. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction Of Defective Work

- A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. Owner's rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

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

9.04 Acceptance And Correction Of Defective Work By Owner

- A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Supplemental Job Order may be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Job Order Price. If the parties are unable to agree to the amount of an appropriate decrease in the Job Order Price, Owner may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.
- B. Owner may correct and remedy deficiency if, after five (5) Calendar Days of written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Project Manager/Architect's consultants' access to the Site to enable Owner to exercise the rights and remedies under this Paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Supplemental Job Order may be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Job Order Price. If the parties are unable to agree to the amount of an appropriate decrease in the Job Order Price, Owner may deduct from monies due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700.

9.05 Rights Upon Inspection, Correction Or Acceptance

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

9.06 Proof Of Compliance Of Contract Provisions

- A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of

Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

- B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period And Project Warranty Period:

- A. If within one year after the Date of Completion as identified on the recorded Notice of Completion, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct and remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before the date of completion as identified in the recorded Notice of Completion of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Supplemental Job Order.
- C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

- A. Neither recordation of the Notice of Completion nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to Owner for damages sustained as result of latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 - MODIFICATIONS OF JOB ORDERS

10.01 Owner's Right To Direct Changed Work.

- A. Owner may, without notice to the sureties and without invalidating the Contract or a Job Order, make changes in the Work ("Changed Work"), including without limitation: alterations, deviations,

additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Job Order Completion Time; delete any item or portion of the Work; and require extra Work by issuing a Supplemental Job Order. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise in the Supplemental Job Order.

- B. Supplemental Job Orders are developed and priced under the same procedures as the original Job Order. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

10.02 Required Documentation For Changed Work

- A. Changes affecting the Job Order Completion Time or Job Order Price shall be set forth in a Supplemental Job Order.

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances

- A. Time is of the essence. Job Order Completion Time may only be changed by Supplemental Job Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.

11.02 Excusable Delay And Inexcusable Delay Defined.

- A. Excusable Delay. Subject to the provisions on Notice of Delay below, Job Order Completion Time may be adjusted in an amount equal to the time lost due to:
 - 1. Changes in the Work ordered by Owner ("**Changes**");
 - 2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) ("**Acts or Neglect**"); or
 - 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, "force majeure events"), provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents ("**Force Majeure**").
- B. Inexcusable Delay. Job Order Completion Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor's risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.
- C. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

11.03 Notice Of Delay

- A. Within five (5) Working Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of Job Order Completion Time, Contractor shall submit a TIE within seven (7) Working Days of the notice of delay. Owner will determine all claims and adjustments in the Job Order Completion Time. No claim for an adjustment in the Job Order Completion Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed fifteen (15) Working Days from the beginning of the delay event), Owner may in its sole discretion

recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Job Order Price in addition to Job Order Completion Time for:
 - 1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
 - 2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

11.05 Non-Compensable Time Extensions

- A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Job Order Completion Time only, without adjustment in Job Order Price, for
 - 1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
 - 2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Job Order Completion Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

- A. If the Contractor is delayed in the performance of the Work because of acts of God, fire, strikes, unavailability of materials or similar occurrences beyond his control, the Engineer may grant such extension of time to complete the Job Order as he deems appropriate, providing the contractor has notified the Engineer in writing of the causes of the delay within five (5) Working Days of the beginning of the delay.
- B. Requests for extensions of time to complete the Job Order based on delays in the performance of the work due to inclement weather must be submitted in writing to the County with appropriate justification on the number of days of delay. The Contractor and County will review the inclement weather days weekly. The Contractor will not be entitled to any extension of Job Order Completion Time or payment for costs incurred as a result of taking such actions.
- C. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather and provide requirements of implemented SWPPP and BMP's. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Job Order Price, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount identified in each individual Job Order for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

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

12.02 Form and Contents Of Claim

- A. Contractor's written claim must identify itself as a "Claim" under Article 12 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 through 5; a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to Owner within thirty (30) Calendar Days of receiving Owner's written decision, or the date Contractor contends such decision was due, and shall be priced like a Supplemental Job Order, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Supplemental Job Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.03 Administration During/After Claim Submission

- A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 Calendar Days of submission, it shall be deemed denied.
- B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination.
- C. After their submission, claims that total less than \$375,000 in the aggregate at Contract closeout shall also be subject to the Local Agency Disputes Act.

12.04 Compliance

- A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Government Code Section 910 Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented thereafter in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraph 12.03 above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 Calendar Days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the requirements of the Government Code shall apply unchanged, including, without limitation, Contractor's obligation to file a Government Code Section 910 Claim.

- B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Section 910 Claim, or legal action.
- C. Owner shall not be deemed to waive any provision under this Article 12, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made by a signed change order to the Contract approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

- A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two (2) Working Days, but no more than ten (10) Working Days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."
- B. Contractor shall contact Underground Service Alert (USA) or the appropriate regional notification center and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in underground utility records. Contractor shall advise Owner of any conflict between information provided in Document 00300 (Geotechnical Data and Existing Conditions), the Drawings and that provided by underground utility records. Contractor's excavation shall be subject to and comply with the Contract Documents.
- C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main implied by the presence of visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00300 (Geotechnical Data and Existing Conditions), or the Drawings or that provided by underground utility records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor To Protect Underground Facilities.

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00700.

- C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner for a Job Order or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than five (5) Working Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. The cost of all of the following will be included in the Job Order Price and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- E. Consistent with California Government Code §4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for a Job Order. Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for a Job Order with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed Or Unknown Conditions

- A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00700, and in no event later than five (5) Working Days after first observance of:
 - 1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 - 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. In response to Contractor's Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause an increase or decrease in Contractor's scope for, or time required for, performance of any part of the Work, Owner will negotiate the appropriate Supplemental Job Order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00700.)
- C. Contractor shall not be entitled to any adjustment in the Job Order Price or Job Order Completion Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Job Order Proposal, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.

- D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Job Order Price or an extension of the Job Order Completion Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:
1. Was not shown or indicated in the Contract Documents or in the information supplied for a Job Order or in information on file at USA; and
 2. Contractor did not know of it; and
 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Job Order Price or an extension of the Job Order Completion Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for a Job Order, in information on file at USA, or otherwise reasonably available to Contractor.)
- E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner's Project, and Contractor is to apply its skill and industry to verify the information available.
- F. Contractor's compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in scope of that portion of the Work, resulting from the claimed Latent or materially different Site conditions and shall be handled by Supplemental Job Order.

13.04 Notice Of Hazardous Waste Or Materials Conditions

- A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00700), and in no event later than 24 hours after first observance of any:
1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the Detailed Scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified in the Detailed Scope of Work of a Job Order under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- C. Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the Job Order Detailed Scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
- D. Contractor shall not be entitled to any adjustment in the Job Order Price or Job Order Completion Time regarding claimed hazardous waste or materials if:
1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Job Order Proposal; or

2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Job Order Proposal; or
 3. Contractor failed to give the written notice within the required timeframe set forth below.
- E. If Owner determines that conditions involve hazardous materials or other materials and that a change in the Job Order is justified, Owner may issue a Request for Proposal for a Supplemental Job Order under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in the Job Order is justified, Owner will notify Contractor in writing, stating the reasons for its determination.
- F. In addition to the parties' other rights under this Document 00700, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
- G. If Contractor does not agree with any Owner determination of any adjustment in the Job Order Price or Job Order Completion Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00700.

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

- A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits And Taxes

- A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction as a reimbursable lime item, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Job Order Price. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work. Reimbursable Tasks shall be paid without markup with an adjustment of 1.0101.

14.03 Communications And Information Distribution

- A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols,

intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.

- B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.
- C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of "hard copy" signature on forms is required prior to implementing action or work as the conditions may require. For example, Job Orders and Supplemental Job Orders require signatures. A party may acknowledge receipt of portable document file (PDF) copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.
- D. All emails shall be copied to Owner's and Contractor's Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension Of Work

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

14.05 Termination Of Contract For Cause

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

herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination Of Contract For Convenience

- A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be affected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.
- B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.
- D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination or lost profits on terminated Work.

14.07 Remedies

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located.
- B. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.

14.08 Contract Integration and Non-Waiver

- A. The Contract Documents, and any Contract Modifications, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.
- B. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- C. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.9 Interpretation.

- A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- B. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Project Manager or any Owner's representative and Contractor; (2) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor.

14.10 Patents

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

14.11 Substitution For Patented And Specified Articles

- A. Except as noted specifically in the Instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 01600-A (Substitution Request Form) as provided in Document 00200 (Instructions to Bidders). A substitution will be approved only if it is a true "or equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, materials of construction, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest Of Public Officers

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

14.13 Limit Of Liability

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

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.
- B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.
- C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection Of Work, Persons, And Property

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for remedying all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or

furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety And Health

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

15.04 Emergencies

- 15.05** In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice of actions taken due to emergency.

15.06 Use Of Roadways And Walkways

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

15.07 Nondiscrimination

- A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the California Government Code. Every contractor for public works

violating the provisions of Section 1735 of the California Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

15.08 Prevailing Wages And Working Hours

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
- B. Contractor shall forfeit, as a penalty to Owner, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00700 and the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.
- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, California Labor Code §§ 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
- E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code §§ 1810-1815.
 - 1. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any workman employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.
 - 2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
 - 3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
 - 4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

- F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.
1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
 2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.
 - a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five (5) Working Days, provide a notice of a change of location and address.
 - b. Contractor or Subcontractor has ten (10) Working Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit \$25.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.
 3. Contractor shall also deliver certified payrolls to Owner with each Application for Payment as set forth above in this Document 00700 (General Conditions).

15.09 Environmental Controls

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

15.010 Shoring Safety Plan

- A. Any conflict between this Paragraph and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.
- B. At least five (5) Working Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by California Labor Code §6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.

- D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE 1 -

1.01 OVERVIEW OF THE CONTRACT

- A. A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing series of individual projects at different locations throughout Kern County. The bid documents include a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.
- B. The Contractor will bid two sets of Adjustment Factors consisting of two factors each: one set for Projects within Region 1, and the second set for Projects within Region 2. Each set of Adjustment Factors has two Adjustment Factors: one for Work to be accomplished during Normal Working Hours; the second for Work to be performed during Other Than Normal Working Hours. All Adjustment Factors apply to every task in the Construction Task Catalog® (CTC).
- C. This Contract will be awarded to the lowest, responsive, responsible bidder.
- D. Thereafter, as projects are identified the Contractor will jointly scope the work with the County's Project Manager. The County's Project Manager will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the project including a Job Order Price Proposal, schedule, sketches and/or drawings, a list of subcontractors, and other requested documentation. If the Job Order Proposal is found to be reasonable, a Job Order may be issued.
- E. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price is determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor(s). The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each project. Extra work, credits, and deletions will be contained in additional Job Orders.

1.02 DESCRIPTION OF WORK

- A. The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.
- B. This Contract is for construction work and related services to be performed within designated County facilities within Kern County.

1.03 TECHNICAL SPECIFICATIONS

A. CODE REQUIREMENTS

The work shall be performed in conformity with the following code requirements as they relate to the Work:

1. California Building Code (as amended by applicable local ordinances for all construction work.
2. California Green Building Standards Code as amended by applicable local ordinances for all construction work.
3. California Electrical Code as amended by applicable local ordinances for all construction work.
4. California Plumbing Code as amended by applicable local ordinances for plumbing, sewage disposal, and health requirements.
5. California Mechanical Code as amended by applicable local ordinances for all construction work.
6. International Fire Code as amended by applicable local ordinances for all construction work.
7. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (**ADA**) accessibility guidelines, whichever is more stringent.
8. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local utility company regulations for mechanical and electrical work.

1.04 MINIMUM AND MAXIMUM VALUES

- A. The minimum contract value for this Contract is \$0.
- B. The estimated maximum value for this Contract is: \$1,000,000.
- C. The Contractor may be issued Job Orders totaling the estimated maximum value during the term of the Contract. The Contractor is not guaranteed to receive this volume of Job Orders. It is merely an estimate.

1.05 ORDER OF PRECEDENCE

- A. In the event that any provision(s) in any component part of the Contract Documents conflicts with any provision(s) of any other component part, the following order of precedence among the permitting documentation and Contract Documents component parts shall govern:
 1. Permits Issued by Agencies other than the County
 2. Permits Issued by the County
 3. Written Amendments and Change Orders to the Contract
 4. Job Orders
 5. County-Contractor Agreement
 6. Addenda and Notices to Bidders
 7. Supplemental General Conditions
 8. General Conditions

9. Construction Task Catalog®
 10. Gordian Technical Specifications
 11. Technical Specifications
 12. Standard Specifications
 13. Performance Bond
 14. Labor and Material Payment Bond
- B. In the event there is a conflict between or among any provisions within one of the component parts of the Contract Documents, the higher standard or the more stringent requirement shall govern.

ARTICLE 2 - PROCEDURES FOR ORDERING WORK

2.01 JOINT SCOPE MEETING AND JOB ORDER DEVELOPMENT:

- A. The County's Project Manager will issue, for each individual project, a Preliminary Scope of Work and Joint Scope Invitation requesting the Contractor's Superintendent and/or Contractor's Project Manager and the County's end user representative, to meet at the project site. Upon receipt of this notification, the Contractor shall respond to the County within two working days by establishing contact with the County's Project Manager. The County's Project Manager, Contractor and other necessary parties will visit the proposed work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:
1. Scope of Work
 2. Definition and refinement of requirements
 3. Existing site conditions
 4. Methods and alternatives for accomplishing Work
 5. Requirements for plans, sketches, shop drawing(s), submittals, etc.
 6. Tentative duration work schedule
 7. Preliminary quantity assumptions/estimates
 8. Staging areas and site access
 9. Special conditions regarding unique facility operations, hours of operation, access to the site, protocol for admission, etc
 10. Safety requirements
 11. Hazardous materials or site conditions
 12. liquidated damages
 13. Date on which the Job Order Proposal is due
 14. Other Project requirements
- B. As part of the required Joint Scope Meeting, the Contractor and the County's Project Manager will agree on a sequence of Work; means of access to the premises and building; space for storage of materials and equipment; work and materials and use of approaches; use

of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for Contractor's employees. The Contractor shall be responsible for taking these factors into account when developing its Job Order Proposal.

- C. Together, the Project representatives will develop a Proposed Scope of Work. This Proposed Scope of Work shall be documented by the Contractor in writing and submitted to the County's Project Manager for approval within two (2) days or a mutually agreed upon time at the Joint Scope Meeting. If consultant services are required to clarify Project requirements, they will be completed and submitted with the Proposed Scope of Work for County approval before a Request for Proposal will be issued.
- D. Unless waived in writing, the Contractor shall provide all documentation required to fully establish the Proposed Scope of Work including, but not limited to, drawings, sketches and/or specifications that comply with the Contract specifications and relate to the proposed Project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the Proposed Scope of Work, the Contractor shall submit a revised Scope of Work reflecting all requested changes within two (2) days. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

2.02 REQUEST FOR JOB ORDER PROPOSAL:

- A. Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County's Project Manager will issue a Request for Proposal (**RFP**) to the Contractor. The RFP will include the Detailed Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. The Contractor shall prepare and submit a Job Order Proposal within 14 days. Failure to do so will deem the contractor non-responsive to the RFP.

2.03 JOB ORDER PROPOSAL DEVELOPMENT

- A. Job Order Price Proposal: The Contractor's Job Order Price Proposal shall be comprised of the following elements:

1. Pre-Priced Work Requirements

- a. Pre-priced Work requirements will identify the type and number of work tasks required from the Construction Task Catalog® (**CTC**). The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this Article. The Contractor's Job Order Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted with the Job Order Proposal shall include, but not be limited to, drawings, calculations, catalog cuts, and specifications.
- b. The total extended price for Pre-priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Job Order Price Proposal will be determined by multiplying the total extended price by the appropriate Adjustment Factor(s).

2. Non-Pre-Priced Work Requirements

- a. Units of work not included in the CTC, but within the general scope and intent of this Contract, may be negotiated into this Contract as needs arise. Such work

requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain, and may be incorporated into the CTC if determined appropriate by the County at the negotiated price. Non-Pre-Priced Tasks (**NPP**) shall be separately identified and submitted in the Job Order Price Proposal.

- b. The Contractor shall break down any NPP item, and to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. Whether a Work requirement is Pre-priced or Non-pre-priced is a final determination by the County, binding and conclusive on the Contractor.
- c. Information submitted in support of NPP work shall include, but not be limited to, the following: Complete specifications and technical data, including work unit content, work unit costs data, schedule requirements; quality control and inspection requirements. Pricing data submitted in support of NPP tasks shall include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by the County, cost data shall be submitted demonstrating that the Contractor solicited and received three bids. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. The Contractor shall provide an installed unit price (or demolition price if appropriate), which shall include all costs required to accomplish the NPP task.
- d. The final price submitted for NPP tasks shall be calculated according to the following method

If the work is to be performed by Contractor, Contractor shall submit three material quotes, if applicable. If contractor does not obtain three quotes, Contractor shall submit, in writing, explanation for missing quotes for County's review/approval.

1) Contractor Performed Duties:

- a) A = The number of hours for each labor classification and hourly rates
- b) B = Equipment costs (other than small tools)
- c) C = The lowest value of the three independent quotes for all materials
- d) Total Cost for contractor-performed work = $(A+B+C) \times 110\%$ (Only if A & B cannot be priced out of the CTC)

2) For Work performed by Subcontractors:

If the Work is to be subcontracted, the Contractor must submit three independent bids from Subcontractors. If Contractor does not obtain three quotes or bids, the Contractor will provide the reason in writing for the County's approval as to why Contractor did not submit three quotes.

- a) D = Subcontractor Costs (representative of the lowest cost of the three quotes)
- b) Total Costs of Non-Pre-Priced Task = $D \times 110\%$

B. Total Fixed Price Of The Job Order

The Job Order Price shall be the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

C. Submittals

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

The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing. The Contractor shall ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, the Contractor shall request additional instruction from the County. The Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

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

D. Work Duration Schedule

The Contractor shall furnish a schedule, in accordance with Document Section 01325 – Construction and Progress Schedules, with each Job Order Proposal submitted.

E. Subcontractor's List

The Proposal represents the Contractor's offer to do work, and as such, in accordance with Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the Contractor shall list, on the Subcontractor List the name and business location of each subcontractor that will perform work, labor or render service on the work in excess of one-half (1/2) of one percent (1%) of the total Proposal amount. Contractors and Subcontractors which have been debarred from public works projects by the Labor Commissioner may not perform Work under this Contract. The Contractor shall list project percentage of proposed subcontractors, and percentage of the project to be self-performed., Contractor shall advise the County of any subcontractor substitution(s) prior to commencement of subcontract work. Contractor may be subject to penalties in accordance to the above referenced section for illegal subcontractor substitution.

F. Complete Job Order Proposal

The Contractor's Job Order Proposal shall include, at a minimum; the Job Order Price Proposal, Required drawings or sketches, subcontractor list, schedule, and other requested documents. By submitting a signed Job Order Proposal, the Contractor is agreeing to accomplish the Work outlined in the RFP and the Detailed Scope of Work for that particular Job Order at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to submitting it to the County's Project Manager. Errors and omissions in the Proposal shall be the responsibility of the Contractor. All costs associated with preparing Proposals shall be the responsibility of the Contractor. The County makes no commitment as to the award of individual Job Orders. All costs associated with preparing the Proposal shall be the responsibility of the Contractor.

2.04 PROPOSAL REVIEW

- A. The County's Project Manager shall review each Proposal received from the Contractor, in detail, for appropriateness of quantities and tasks selected. The County's Project Manager will evaluate the proposed work units and may compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of work units proposed. The County will determine whether the Contractor's Proposal is acceptable.
- B. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
 - 1. Will constitute or create a hazard to the work, or to persons or property;
 - 2. Will not produce finished Work in accordance with the terms of the Contract; or
 - 3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

2.05 PROJECT APPROVAL

- A. The County's Project Manager may issue a Job Order for the Work, to include the firm-fixed-price of the Job Order and the Project Duration. All clauses of this Contract shall be applicable to any Job Order issued hereunder.
- B. The County reserves the right to reject a Contractor's Job Order Proposal based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County, or cancel a Project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner.

2.06 JOB ORDER PROPOSAL TIME REQUIREMENTS

- A. Proposal Submittal: Contractor shall submit the proposal for the Project on or before the due date stated in the RFP (14 days maximum unless otherwise specified).
- B. Request For Information (**RFI**) Submittal: Contractor shall make a thorough analysis of each Job Order, and submit all RFI's within 7 days after issuance of any RFP. Submission of RFI's shall in no way extend the Job Order Proposal due date unless deemed necessary by the County.
- C. Job Order Price Proposal Review: Contractor's Project Manager or agent shall be available for Job Order Price Proposal review meetings within one (1) day of being notified by the County (via fax, e-mail, telephone, etc.). After review of the Job Order Price Proposal, Contractor shall remove all inappropriate line items and adjust quantities as directed by the County's Project Manager. Any Job Order Price Proposal found having more than 20% errors will be deemed not responsible, and the County may remove the Contractor's Project Manager, and will mark this project as non-compliant on the "Contractor Compliance Checklist".

- D. Job Order Price Proposal Modification: County shall only grant Contractor the opportunity to add new valid line items that may have been omitted from the first Job Order Price Proposal on the Contractor's second Job Order Price Proposal. Contractor shall submit a revised Job Order Price Proposal within two (2) days of Job Order Price Proposal review meeting (unless otherwise specified). Upon County's Project Manager's review of revised Job Order Price Proposal, the Contractor shall remove all line items or adjust quantities deemed inappropriate by the County's Project Manager, and re-submit the Job Order Price Proposal within one (1) day. No new line items may be added to the Job Order Price Proposal. No quantities increases or added modifiers will be accepted unless agreed to by the County during the second Job Order Price Proposal review meeting.
- E. Enforcement of Time Requirements: The Job Order Proposal time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Proposal. The County's Project Manager may cancel the Request for Proposal from the Contractor and solicit another contractor. The County may also deem the Contractor ineligible for any future JOC Contracts.

2.07 APPROVAL AND CONSTRUCTION PROCEDURES

A. Detailed Scope of Work

Once the County approves the Contractor's Job Order Proposal, the Final Detailed Scope of Work will be approved and signed by the County and Contractor. The Final Detailed Scope of Work should accurately reflect any and all changes to the Detailed Scope of Work which occurred during the ordering procedures.

B. Notice to Proceed (**NTP**)

1. Upon approval of the Detailed Scope of Work and the Contractor's Job Order Proposal, the Department will issue a NTP to the Contractor. The NTP will include the firm fixed price of the Job Order and the Job Order Completion Time. Once the NTP has been issued the Contractor shall:
2. Identify the Contractor's Superintendent to be on site for the duration of the Work;
3. Initiate submission of required shop drawings and submittals to the County's Project Manager for review and approval;
4. Prepare a detailed Construction Schedule for distribution at the Pre-Construction Meeting. The Contractor shall not begin construction prior to the construction start date identified in the NTP.

C. Pre-Construction Meeting

Within no more than seven (7) days from the issuance of the NTP, unless the Department grants additional time, the County's Project Manager will conduct a Pre-Construction meeting with the Contractor's Project Manager, sub-contractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

D. Project Construction

The Contractor shall provide continuous on-site supervision on each Job Order, using the Contractor's Superintendent while progress on the project is being accomplished. The Contractor's Superintendent shall be able to receive and comprehend instructions in English.

County may suspend Contractor's operations if no Contractor Superintendent is observed on site. All delays caused by the suspension will be the responsibility of the Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by the County.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

E. Project Completion

The Contractor shall schedule a final job walk with the County's Project Manager. If required, the County's Project Manager will prepare a list of incomplete items. The Contractor shall complete the "punch list" corrections and schedule a final project completion job walk. The County's Project Manager will sign the project "punch list" as completed when determined, the project is finished.

ARTICLE 3 - COMPUTER REQUIREMENTS

- 3.01 The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

ARTICLE 4 - JOB ORDER CONTRACTING SOFTWARE AND SYSTEM LICENSE

- A. The OWNER selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's SaaS Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of the Contract. The JOC System License Fee shall be equal to 1% of the Job Order Price.

Within two business days of receipt of a Purchase Order from the Owner, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order to Gordian.

Upon the Contractor's receipt of the initial payment from the Owner, Gordian will invoice the Contractor for the JOC System License Fee. Contractor shall remit payment to Gordian within thirty (30) days of the date of the invoice. Any amounts arising in relation to money not paid when due will be subject to a late charge of (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less.

ARTICLE 5 - PAYMENTS

- A. The Owner will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on a percentage of the work completed.

Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

END OF DOCUMENT

DOCUMENT 00738

APPRENTICESHIP PROGRAM

ARTICLE 1 - COMPLIANCE REQUIRED

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

ARTICLE 2 - CERTIFICATION OF APPROVAL

- 2.01** California Labor Code §1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:
- A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
 - B. When the number of apprentices in training in the area exceeds a ratio of one to five;
 - C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
 - D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 3 - FUND CONTRIBUTIONS

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

ARTICLE 4 - APPRENTICESHIP STANDARDS

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

END OF DOCUMENT

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

ARTICLE 1 - INSURANCE

- 1.01** At or before the date specified in Document 00200 (Instructions to Bidders), Contractor, in order to protect the County of Kern ("Owner") and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in the Contract Documents, shall secure and maintain insurance as described below. Contractor shall not perform any work under the Contract Documents until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with Owner's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. Contractor shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or Owner as an additional insured.
- A. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Contractor has employees who may perform any services pursuant to the Contract Documents, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

By signing the Agreement, Contractor makes the following certification, required by section 1861 of the Labor Code:

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

Contractor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- B. General Liability Insurance Requirements – Contractor shall maintain in full force and effect, at all times during the term of the Agreement Commercial General Liability Insurance including, but not

limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of the Contract Documents), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under the Agreement. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of the Agreement. The amount of said insurance coverage required by the Contract Documents shall be the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence and four million dollars (\$4,000,000) aggregate.

- C. Automobile Liability Insurance Requirements – Contractor shall maintain Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to the Contract Documents with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - D. Contractor's Pollution Legal Liability Insurance Requirements, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate with at least 72 hours of emergency response dedicated coverage in addition to covering third party claims for bodily injury and property damage, remediation costs, civil fines and penalties.
- 1.02** The Commercial General Liability and Automobile liability Insurance required in sub-paragraphs B. and C. above shall include an endorsement naming the County of Kern and County's board members, officials, officers, agents, employees and volunteers as additional insureds for liability arising out of the Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- 1.03** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance or self-insurance maintained by the County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss.
- 1.04** Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to Owner and must be approved by the Kern County Risk Manager.
- 1.05** If any of the insurance coverages required under the Contract Documents is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting period of not less than three (3) years following the termination of the Agreement.
- 1.06** Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under the Contract Documents except as otherwise indicated herein. Each insurance policy supplied by Contractor shall not be suspended, voided, modified, canceled, or reduced in coverage or in limits except after ten (10) days notice by Contractor in the case of non-payment of premiums, or on

thirty (30) days prior written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- 1.07** All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be pre-approved by the County Risk Manager.
- 1.08** If Contractor is, or becomes during the term of the Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. Owner will not accept such coverage unless Owner determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.
- 1.09** All insurance afforded by Contractor pursuant to the Contract Documents shall be primary to and not contributing to any other insurance or self-insurance maintained by Owner. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against Owner. A waiver of right of recovery (waiver of subrogation) is only required when Contractor's personnel deliver services or perform service for the County while on County property.
- 1.10** Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Owner from taking such other actions as are available to it under any other provision of the Contract Documents or otherwise in law.
- 1.11** Failure by Contractor to maintain all such insurance in effect at all times required by the Contract Documents shall be a material breach of the Contract by Contractor. Owner, at its sole option, may terminate the Contract and obtain damages from Contractor resulting from said breach. Alternatively, Owner may purchase such required insurance coverage, and without further notice to Contractor, Owner shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by Owner for such insurance. If the balance of monies obligated to Contractor pursuant to the Contract are insufficient to reimburse Owner for the premiums and any associated costs, Contractor agrees to reimburse Owner for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Owner to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by the Contract Documents.
- 1.12** If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Owner, Owner may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Workers' Compensation Insurance and Safety Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.
- 1.13** Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 1.14** All Subcontractors shall maintain the same insurance required to be maintained by Contractor

with respect to their portions of the Work unless otherwise indicated in the Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to Owner within ten Days of Owner's request.

ARTICLE 2 - RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

- 2.01** Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 2.02** To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees of County Counsel and counsel retained by Owner, expert fees, costs of staff time, and investigation costs, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever.
- 2.03** With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.
- 2.04** Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 2.05** To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.
- 2.06** The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

END OF DOCUMENT

SECTION 01300

SUBMITTALS

PART 1 – PART 1 GENERAL

1.01 SUMMARY

- A. Section includes description of requirements and procedures for submittals.

1.02 SCHEDULE OF SUBMITTALS

- A. Contractor shall prepare for Owner's review and acceptance prior to commencement of work on the Site, for purposes of contract administration, a schedule of submittals (also referred to as a submittal register) required to complete the Work, prepared by Contractor and accepted by Owner for contract administration. Schedule of submittals shall include, for each submittal: the specification or drawing reference requiring the submittal, if applicable; the material, item, or process for which the submittal is required; the submittal number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
- B. The technical specifications may list several individual items required to be submitted for Owner review. The Schedule of Submittals shall list each individual item required to be submitted so that all required submittals can be tracked by Contractor and Owner.
- C. Contractor shall update monthly the schedule of submittals to reflect actual submission and acceptance dates for submittals. Review by Owner of schedule of submittals does not excuse Contractor of obligation to supply, schedule and coordinate all submittals required by the Contract Documents.

1.03 CONTRACTOR TO SUBMIT SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

- A. Contractor shall review for compliance with Contract Documents, approve and submit to Owner Shop Drawings, Product Data, Samples and similar submittals required by Contract Documents. Contractor shall provide documents electronically in portable document format (pdf) for Owner review, unless otherwise directed by Owner. Samples submitted for Owner's consideration shall be delivered to Owner in accordance with the individual Technical Specifications. Submittals and re-submittals shall be transmitted via electronic mail, unless otherwise directed by Owner.
- B. Contractor's approval shall be indicated by a stamp or written statement on the cover sheet of the submittal with submittal identifying number clearly labeled: "This submittal is approved by <Contractor's Name> for conformance with the Contract requirements for <Project Name>", Approval shall be signed and dated by Contractor's representative. Submittals omitting the Contractor's approval will be rejected by Owner.
- C. Contractor shall schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Contractor shall include certifications to be submitted with the pertinent drawings and product information at the same time.
- D. Contractor shall coordinate scheduling, sequencing, preparing and processing of all submittals with performance of work so that work will not be delayed by submittal processing.
- E. Submittals shall specifically identify any Work depicted that does not conform to the Contract Documents with an explanation for the deviation on a separate sheet entitled "Submittal Exceptions to Contract Documents".

1.04 OWNER REVIEW OF SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

- A. After review by Owner of each Submittal, an electronic scan in portable document format (pdf) of the reviewed submittal will be returned via electronic mail to Contractor with actions defined as follows:
 - 1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with general design concept of the Work, future Submittals and additional partial Submittals for any portions of the Work not covered in this Submittal. Does not constitute acceptance or deletion of specified or required items not shown on the Submittal.
 - 2. MAKE CORRECTIONS NOTED - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.

3. REVISE AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by Owner. Contractor shall re-submit revised Submittal.
4. REJECTED - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material. Contractor shall submit material conforming to Drawings and/or Specifications.

Contractor shall print out and distribute reviewed Submittals at his discretion. Owner will distribute reviewed submittals designated "NO EXCEPTIONS TAKEN" and "MAKE CORRECTIONS NOTED" to Inspector for reference.

- B. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from Owner's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.
- C. Unless otherwise specified, Owner's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- D. Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been favorably reviewed by the Owner; otherwise, any such Work is at Contractor's sole risk.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01325

CONSTRUCTION AND PROGRESS SCHEDULES

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes description of requirements and procedures for submitting Critical Path Method (“CPM”) progress schedules.

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES

- A. Contractor shall submit proposed Baseline Progress Schedule according to the Supplementary General Conditions.
- B. Baseline Progress Schedule shall show Contractor’s construction and procurement activities, including but not limited to, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Job Order Completion Time.

1.03 SCHEDULE REQUIREMENTS.

- A. Unless Owner agrees in writing otherwise, progress schedule shall be on Microsoft Project, Primavera P6, Suretrack, or equivalent software, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed for start dates, necessary work activities, durations (not longer than 21 calendar days), and logic ties. There shall be no activities without predecessors, successors, and logic ties other than start of construction and completion.
- B. Contractor’s progress schedule shall be in the form of a CPM (arrow) diagram or, if Owner, in its sole discretion, agrees in writing, a bar chart. The hard copies of the schedule supplied to Owner shall indicate the critical path of the Work in red and shall show a logical progression of the Work through completion within the Job Order Completion Time.
- C. Unless Owner agrees in writing otherwise, progress schedule shall also show early and late start and finish dates and total available float (float to the successor activity’s late start date) for each activity. The contract completion date shall be shown as the final completion date on the Contractor’s CPM schedule. Owner has no obligation to accept an early completion schedule.

1.04 MONTHLY UPDATES

- A. Contractor’s progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner’s review and acceptance for use in monitoring Contractor’s Work and evaluating Applications for Payment.
- B. Contractor shall supply Owner with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide Owner with two-week lookahead schedules weekly, showing in detail any activities and resources scheduled for the immediate two-week period.

1.05 RECOVERY SCHEDULE

- A. Owner may request a recovery schedule if Contractor falls 21 or more Days behind any schedule Milestone. The recovery schedule shall show Contractor’s plan and resources committed to retain Job Order Completion dates.
- B. The recovery schedule shall show the intended critical path. If Owner requests, Contractor shall also:
 - 1. Secure and demonstrate appropriate Subcontractor and supplier consent to the recovery schedule.
- C. Submit a narrative explaining trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or Subcontractors. All costs associated with development and implementation of the recovery schedule, including inspection outside of normal

working hours, shall be at the Contractor's expense.

1.06 TIME IMPACT EVALUATION ("TIE") FOR TIME EXTENSIONS AND DELAYS:

- A. When Contractor requests a time extension for any reason, Contractor shall submit a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Contractor shall provide Owner with four copies of each TIE.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01400

QUALITY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section describes Testing and Inspecting to be provided by the Contractor, plus cooperation required from the Contractor with the County's selected testing agency and others responsible for testing and inspecting the Work.

1.02 SECTION INCLUDES

- A. Related documents.
- B. Quality Assurance.
- C. Related Work.
- D. References.
- E. Samples.
- F. Mock-up.
- G. Selection of testing laboratory.
- H. Contractor's convenience testing.
- I. Code compliance testing.
- J. Manufacturers' field services and reports.
- K. Submittals.
- L. Air Balance Contractor.
- M. Tests and Inspections.

1.03 RELATED DOCUMENTS

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to Work of this Section.

1.04 QUALITY ASSURANCE – CONTROL OF INSTALLATION

- A. Contractor shall be present at the Project Site at all times during the execution of the Work.
- B. Contractor shall monitor the quality of Work performed by his own forces and subcontractors and shall monitor suppliers, manufacturers, products, services, and site conditions to produce Work of specified quality in accordance with the requirements of the Contract Documents.
- C. Work shall be performed by qualified, skilled, and experienced workers.
- D. Contractor shall be responsible for the coordination of the Work for all trades under this Contract and with other Contractors.
- E. Inspection: Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.
- F. Dimensions: Recheck measurements and dimensions of the Work, as an integral step of starting each installation.
- G. Manufacturers' Instructions: Unless specified otherwise, comply fully with Manufacturers' printed instructions, following each requirement and step in proper sequence. Do not omit any preparatory steps or installation procedures unless specifically modified or exempted in writing. Should manufacturer's instructions conflict with Contract Documents, request written interpretation of requirements from the Architect/Engineer before proceeding.
- H. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- I. Secure products in place with position anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.05 RELATED WORK

- A. Requirements for testing may be described in various Sections of these Specifications.

- B. Where no testing requirements are described, but the County decides that testing is required, the County may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.

1.06 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the Reference Standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to the latest edition of Reference Standards as specified in the individual Specification Sections, except where a specific date is established by codes.
- C. Obtain copies of Reference Standards where required by product Specification Sections.
- D. No Contractual relationship, duty, or responsibility of the parties in Contract, nor those of the Architect/Engineer, shall be altered from the Contract Documents by mention or inference otherwise in any reference documents.

1.07 SAMPLES

- A. Take field Samples at the site as required by individual Specifications Sections for review.
- B. Acceptable Samples represent a quality level for the Work.
- C. Where field Samples are specified in individual Sections to be removed, clear area after field Sample has been accepted by Architect/Engineer.
- D. Report samples taken but not tested and special sampling operations as required.

1.08 MOCK-UP

- A. Schedule construction and review of the Mock-ups so as not to delay the progress of the Work.
- B. Materials and finish shall be as specified in appropriate Sections and Divisions.
- C. Test will be performed under provisions identified in this Section and identified in the respective product Specification Section.
- D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- E. Accepted Mock-ups are representative of the quality required for the Work.
- F. Where Mock-up has been accepted by the Architect/Engineer and is specified in product Specification Sections to be removed; remove mock-up and clear area when directed to do so.
- G. Protect and maintain Mock-ups in clean, undamaged condition until such time as it is incorporated in the Work or removed from the Site.

1.09 SELECTION OF TESTING LABORATORY

- A. County will appoint, employ and pay for specified initial services of an independent firm to perform inspecting and testing on earthwork, concrete, steel, welding, grout, anchors, bolts and any other items as deemed necessary.
- B. The independent firm will perform inspections, tests and other services specified in individual Specification Sections and as required by Architect/Engineer or the County.
- C. Inspecting, testing, and source quality control may occur on or off the project site. Perform off-site inspecting or testing as required by the Architect/Engineer or the County. Any off-site testing performed outside normal business hours, Saturday, Sunday or County Holidays (unless specified) will cause the Contractor to pay all overtime inspection and testing costs, as determined by the County.
- D. Reports will be submitted by the independent firm to the Architect/Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, concrete design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Architect/Engineer and independent firm 48 hours prior to expected time for operations.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
 - 3. Provide access to the Work at all times and at all locations where the Work is in progress.

4. Provide facilities for access to enable the laboratory to perform its functions properly.
- F. Testing or inspecting does not relieve the Contractor of the responsibility to perform the Work to Contract requirements.
- G. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for retesting will be charged to Contractor by deducting inspecting or testing charges from the Contract Sum/Price.
- H. Unnecessary tests and inspections costs due to Contractor's poor scheduling will be deducted by the County from the Contract Sum.
- I. The County and Architect/Engineer reserve the right to demand for tests, or special examination, any material, item or workmanship or part thereof to assure compliance with specifications and may reject for satisfactory replacement any material, Work or part judged defective or nonconforming as a result thereof. If such tests or examinations indicate the Work does not comply, then the cost of these tests and examinations shall be paid by the Contractor.
- J. Limitations of authority of testing laboratory; Laboratory is not authorized to:
 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
 2. Approve or accept any portion of Work.
 3. Perform any duties of Contractor.

1.10 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

1.11 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes or ordinances and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the County, unless otherwise provided in the Contract Documents.

1.12 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual Specification Sections, require material or product suppliers of manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up equipment, test, and adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of Observer to the Architect/Engineer 15 days in advance of required observation. Observer is subject to approval of the Architect/Engineer.
- C. Report observations and site decisions or instructions given to applications or installers that are supplemental or contrary to manufacturers written instructions.
- D. Submit report in duplicate within 30 days of observation to the Architect/Engineer for information.

1.13 SUBMITTALS

- A. Furnish copies of licensed Civil Engineer signed test reports to Architect/Engineer, Contractor and County Inspector, indicating sampling and testing in accordance with Title 24 and stipulating whether results comply or do not comply with Contract Documents, noting actual results compared to specified design strength.
- B. Each testing agency shall submit to the Architect/Engineer a report in duplicate covering all tests required by that agency during the project. Report each time Work is suspended, covering tests up to that time, and at the completion of the project, covering all tests.
- C. Test Report Content:
 1. Date of issue.
 2. Project title and number.
 3. Name, address and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making the inspection or test.
 6. Designation of the Work and test method.
 7. Identification of product and Specification Section.
 8. Complete inspection or test data.
 9. Test results and interpretations of test results.

10. Ambient conditions at the time of sample taking and testing
11. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements and the requirements CCR.T24.
12. Name and signature of laboratory Inspector
13. Recommendations on testing.

1.14 AIR BALANCE CONTRACTOR

- A. An air balance-testing agency acceptable to the Architect/Engineer on this project shall be hired by the Contractor to conduct air balance testing on the complete Work of the Contractor. Provide information to Architect/Engineer for his review concerning air balance testing agency credentials.
- B. HVAC Subcontractor on this project shall not perform or select that Air Balancing testing Contractor or be associated financially with Air Balance Contractor.

1.15 TEST AND INSPECTIONS

- A. Provide all tests and inspections required by government agencies having jurisdiction, required by provisions of the Contract Documents, and such other tests and inspections as are directed by the Architect/Engineer.
- B. Reports: Shall be executed immediately upon conclusion of each procedure and forwarded to Architect/Engineer, Job Inspector, Contractor, Sub-Contractor, Structural Engineer, and Governing Agency.

PART 2 – PRODUCTS

(Not applicable)

PART 3 – EXECUTION

3.01 INSPECTION

- A. The Work of construction in all stages of progress shall be subject to the personal observation of the County Inspector. The County Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the County Inspector reasonable facilities for obtaining such information as may be necessary to keep the County Inspector fully informed respecting the progress and manner of the Work and the character of the material. County Inspection of the Work shall not relieve the Contractor from any obligations to fulfill this Contract.

3.02 TESTING

- A. Cooperation with Testing Laboratory: Representatives of the Testing Laboratory shall have access to the Work at all times. Provide facilities for such access in order that the laboratory may properly perform its functions.
- B. Schedules for Testing:
 1. Establishing schedule:
 - a. By advance discussion with Testing Laboratory selected by County, determine the time required for the laboratory to perform its tests and to issue each of its findings.
 - b. Provide all required time within the Construction schedule.
 2. Revising Schedule: When changes of construction schedule are necessary during construction, coordinate all changes of schedule with Testing Laboratory as required.
 3. Adherence to Schedule: When the Testing Laboratory is ready to test according to the incompleteness of the Work, all extra costs for testing attributable to the delay will be deducted by County from the Contract Sum.
- C. Taking Specimens: All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the Testing Laboratory or the County.
- D. Testing at the Source of Supply:
 1. Contractor shall notify the County a sufficient time in advance of the manufacture of material to be supplied by the Contractor under the Contract Documents, which by terms of Contract must be tested, so County may arrange for testing material at source of supply.
 2. Any material shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated in the job.

3.03 SOIL INSPECTING AND TESTING

- A. Make required inspections and test include, but are not necessarily limited to:
 - 1. Visually inspect on-site and imported fill and backfill, making such tests and retests as necessary to determine compliance Contract requirement compliance and suitability.
 - 2. Make field density tests on samples from in-place material as required.
 - 3. Inspect and test the scarifying and recompacting of cleaned subgrade; inspect the progress of excavating, filling, and grading; make density tests and backfills; and verify compliance with provisions of the Contract Documents and governmental agencies having jurisdiction.
- B. Make and distribute necessary reports and certificates.

3.04 CONCRETE INSPECTING AND TESTING

- A. Portland cement:
 - 1. Secure from cement manufacturer Certificates of Compliance delivered to testing lab
 - 2. Require Certificates of Compliance to positively identify cement as to production lot, bin or silo number, dating and routing of shipment, and compliance with specified standards.
 - 3. If so required by the Architect/Engineer, promptly provide such other specific physical and chemical data as requested.
- B. Aggregate:
 - 1. Provide one test unless character of material changes, material is substituted, or additional test is requested by the Architect/Engineer.
 - 2. Sample from conveyor belts and batching gates at the ready-mix plant:
 - a. Sieve analysis to determine compliance with specified standards and grading;
 - b. Specific gravity test for compliance with specified standards.
- C. Laboratory design mix:
 - 1. After approval of aggregate, and whenever character or source of materials is changed, provide mix design in accordance with ACI 613.
 - 2. Provide designs for all mixes prepared by a licensed Civil Engineer.
- D. Molded concrete cylinders:
 - 1. Provide 3 test cylinders for each 50 cu. yds, or fraction thereof, of each class of concrete of each day's placement.
 - 2. Test 1 cylinder at 7 days, 1 at 28 days, and 1 when so directed.
 - 3. Report the mix, slump, gage, location of concrete in the structure, and test results.
 - 4. Take specimens and make tests in accordance with the applicable ASTM Standard Specifications.
- E. Core Tests:
 - 1. Provide only when specifically so directed by the Architect/Engineer because of low cylinder test results, per Section 2-2604, (d), Title 24.
 - 2. Cut from locations directed by the Architect/Engineer, securing in accordance with ASTM C42, and prepare and test in accordance with ASTM C39.
- F. Placement Inspections:
 - 1. On concrete over 2000 psi, provide continuous or other inspection as required by governmental agencies having jurisdiction.
 - 2. Throughout progress of concrete placements, make slump tests to verify conformance with specified slump.
 - 3. Using all required personnel and equipment, throughout progress of concrete placement verify that finished concrete surfaces will have the level of slope that is required by the Contract Documents.

3.05 CONCRETE REINFORCEMENT INSPECTING AND TESTING

- A. Prior to use, test all reinforcement steel bars for compliance with Specific Standards.
 - 1. Material identified by mill test report, and certified by the testing laboratory, does not require additional testing. Require the supplier to furnish mill test reports to the testing laboratory for certification.
 - 2. Tag identified steel at the supplier's shop. When steel arrives at the job site without such tags, test it as unidentified steel.

- B. Unidentified Steel:
 - 1. Testing laboratory shall select two samples, each 18 in. long of each size.
 - 2. Testing laboratory shall make one tensile test and one bend test for each 2-1/2 tons or fraction thereof of each size of unidentified steel.
- C. Provide continuous inspection for all welding of reinforcement steel.

3.06 STRUCTURAL STEEL INSPECTING AND TESTING

- A. Prior to use, test all structural steel for compliance with the specified standards.
 - 1. Material identified by mill test reports, and certified by the testing laboratory, does not require additional testing. Require the supplier to furnish mill test reports to the laboratory for certification.
 - 2. Tag identified steel at the suppliers shop. When steel arrives at the job site without such tags, test it as unidentified steel.
- B. Unidentified steel:
 - 1. The testing laboratory shall make one tensile test and one bend test for each 5 tons of fraction thereof of each shape and size of unidentified structural steel.
- C. Shop Welding:
 - 1. Provide qualified testing laboratory inspector approved by County.
 - 2. On single pass welds, inspect after completion of welding and prior to painting.
 - 3. On multiple pass welds, and on butt welds with cover pass on the back side, provide continuous inspection.
- D. Field Welding: Provide continuous inspection by a qualified testing laboratory inspector approved by County.

3.07 POWDER DRIVEN CONCRETE FASTENERS

- A. Use of Powder Driven Concrete Fasteners for tension loads is limited is limited to support of minor loads like acoustical ceilings, duct work, conduit.
- B. Allowable loads:
 - 1. In general, loads should be limited to less than 100 pounds. Greater loads may be permitted for special cases when approved by the checking supervisor or field engineer.
- C. Testing:
 - 1. The operator, tool, and fastener shall be pre-qualified by the Project Inspector, who shall observe the testing of the first 10 fastener installations. A test "pull-out" load of not less than twice the design load, or 200 pounds, whichever is greater, shall be applied to the pin in such a manner as not to resist the spalling tendency of the concrete surrounding the pin. Thereafter, random test under the Project Inspectors supervision shall be made of approximately 1 in 10 pins, except that when the design load exceeds 100 pounds, one half of the pins shall be tested. Should failure occur on any pin tested, all installations must be tested and any pins failing shall be replaced and retested.

3.08 REJECTED WORK

- A. The County and its representatives shall at all times have access for the purpose of inspection to all parts of the Work and the shops wherein the Work is in preparation.
- B. The County and its representatives shall have the right to reject materials and workmanship which are defective or to require their correction.
- C. The County and its representatives, at any time prior to final acceptance of the entire Work, may make an examination of completed Work by requesting the Contractor to furnish all necessary facilities, labor and materials to remove or tear out completed Work.
- D. Work found meeting the requirements of the Contract after removal or tearing out, shall result in additional costs for labor and material being paid by the County.
- E. Rejected workmanship shall be removed for the project, without charge to the County, for examination, reconstruction, and removal.
- E. Rejected workmanship not corrected by the Contractor within a reasonable time, fixed by written notice, may be corrected by County and expense will be deducted by the County from the Job Order Price.

3.09 REPAIR AND PROTECTION

- A. Comply with requirements of Section 01705 Cutting and Patching.
- B. Upon completion of inspection, testing, sample-taking and similar services repair damaged construction and restore substrates and finishes to eliminate deficiencies.
- C. Protect repaired construction and Work exposed by or for quality control service activities.
- D. Repair and protection is the Contractors responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.
- F. Work performed by the Contractor which is not in accordance with the Contract Documents, and which requires remedial action or changing of the final locations of parts of the Work shall require the following action steps:
 - 1. Contractor confirms finding of County within seven days after receipt of County's notice.
 - 2. Contractor hires an independent Consultant to review the construction problem and propose an alternated solution within 14 days after step number 1.
 - 3. Contractor agrees to compensate the County for any expense the County incurs to evaluate the proposed solution.
 - 4. Contractor makes the correction or accepts a negotiated reduction in the Job Order Price upon County's approval of non-conforming Work.

3.10 UNCOVERING AND CORRECTION OF WORK

- A. If a portion of the Work is covered contrary to the Architect/Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for the Architect/Engineer's observation and be replaced at the Contractor's expense without change in the Job Order Price or Job Order Completion Time.
- B. Contractor shall promptly correct Work rejected by the Architect/Engineer and bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect/Engineer's services and expenses made necessary due to the correction.

END OF SECTION

SECTION 01410

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:

1. Regulatory requirements applicable to Contract Documents
2. Required provisions under Local Agency Disputes Act
3. Required references under federal law

1.02 GENERAL

A. Compliance with Laws

1. Conform to all applicable codes, Laws, ordinances, rules, and regulations, which shall have full force and effect as though printed in full in these Specifications. Codes, laws, rules, regulations, and ordinances ("**Regulatory Requirements**") are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
2. Any listing of Regulatory Requirements for Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable Regulatory Requirements having application to the Work. Where conflict among the Regulatory Requirements or with these Specifications occurs, the most stringent requirements shall be used.
3. Specific reference in the Specifications to applicable Laws and Regulatory Requirements shall mean the latest adopted edition by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. Precedence

1. Where specified requirements differ from Regulatory Requirements, the more stringent requirements shall take precedence. Where Drawings or Specifications require or describe products or execution of better quality, higher standard, or greater size than required by Regulatory Requirements, then Drawings and Specifications shall take precedence so long as such increase is in compliance with Laws and Regulatory Requirements. Where no requirements are identified on Drawings or in Specifications, Contractor shall comply with all Regulatory Requirements of governing authorities having jurisdiction.
2. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by Owner before proceeding with the Work.

1.03 REGULATORY REQUIREMENTS

A. Applicable Codes

1. Codes that apply to Contract Documents include all current Codes adopted by the County of Kern Building Inspection Department or authority having jurisdiction, applicable to construction, including, but not limited to, the following:
 - a. California Building Code (as amended by applicable local ordinances for all construction work.
 - b. California Green Building Standards Code as amended by applicable local ordinances for all construction work.
 - c. California Electrical Code as amended by applicable local ordinances for all construction work.
 - d. California Plumbing Code as amended by applicable local ordinances for plumbing, sewage disposal, and health requirements.
 - e. California Mechanical Code as amended by applicable local ordinances for all construction work.

- f. International Fire Code as amended by applicable local ordinances for all construction work.
- g. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
- h. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local utility company regulations for mechanical and electrical work.

B. Applicable Laws, Statutes, Ordinances, Rules, And Regulations

- 1. During prosecution of Work to be done under Contract Documents, Contractor shall comply with applicable codes, laws, orders, ordinances, rules, and regulations, including, but not limited to, the following:
 - a. Federal:
 - 1) Americans With Disabilities Act of 1990
 - 2) 29 CFR, Section 1910.1001, Asbestos
 - 3) 40 CFR, Subpart M, National Emission Standards for Asbestos
 - 4) Executive Order 11246
 - 5) Federal Endangered Species Act
 - 6) Clean Water Act
 - b. State of California:
 - 1) California Code of Regulations, Titles 5, 8, 17, 19, 21, 22, 24 and 25
 - 2) California Public Contract Code
 - 3) California Health and Safety Code
 - 4) California Government Code
 - 5) California Labor Code
 - 6) California Civil Code
 - 7) California Code of Civil Procedure
 - 8) CPUC General Order 95, Rules for Overhead Electric Line Construction
 - 9) CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 - 10) Cal/OSHA
 - 11) OSHA: Hazard Communications Standards
 - 12) California Endangered Species Act
 - 13) Water Code
 - 14) Fish and Game Code
 - c. State of California Agencies:
 - 1) Regulatory Requirements of State and Consumer Services Agency
 - 2) Regulatory Requirements of Office of the State Fire Marshall
 - 3) Regulatory Requirements of Office of Statewide Health Planning and Development
 - 4) Regulatory Requirements of Department of Fish and Game
 - 5) Regulatory Requirements of all Air Quality Management Districts with jurisdiction
 - 6) Regulatory Requirements of Department of Water Resources (SWPPP)
 - 7) Regulatory Requirements of all Regional Water Quality Control Boards with jurisdiction
 - 8) Regulatory Requirements of the Division of the State Architect (if having jurisdiction)
 - d. Regulatory Requirements of all Local Agencies with jurisdiction (including, without limitation, cities, counties, and fire departments)

C. Change Orders and Claims:

- 1. The California Public Contract Code, including but not limited to Section 7105(d)(2), and the California Government Code section 930.2 et seq., apply to all contract procedures for changes, time extensions, change orders (time or compensation), and claims. Federal law

(*U.S. v. Holpuch* 326 U.S. 234) shall supplement California law on the enforceability of these requirements.

2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner and approved as to form by their respective legal counsel.

D. Required Provisions On Contract Claim Resolution

1. The California Public Contract Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.
2. For the purposes of this Section 01410, "**Claim**" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00700 (General Conditions) and be submitted in compliance with all requirements of Document 00700 (General Conditions), paragraph 12. Separate Claims which total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this Section 01410.
3. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this Section 01410,. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this Section 01410, by submitting a separate Claim in compliance with Contract Documents claim submission requirements.
4. Caution. This Section 01410, does not apply to tort claims and nothing in this Section 01410, is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.
5. Procedure:
 - a. The Claim must be in writing, submitted in compliance with all requirements of Document 00700 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00700 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this Section 01410, is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 7200 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
 - b. For Claims of \$50,000 or less, Owner shall respond in writing within 45 days of receipt of the Claim, or Owner may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this Section 01410, upon mutual agreement of Owner and claimant. Owner's written response to the Claim, as further documented, shall be submitted to claimant within 15 days after receipt of further documentation or within a period of time no greater than taken by claimant in producing the additional information, whichever is greater.
 - c. For Claims over \$50,000 and less than or equal to \$375,000: Owner shall respond in writing within 60 days of receipt of the Claim, or Owner may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this Section 01410, upon mutual agreement of Owner and claimant; Owner's written response to the Claim, as further documented, shall be submitted to claimant within 30 days after receipt of further documentation or within a period of time no greater than taken by claimant in producing the additional information, whichever is greater.

- d. Meet and Confer: If claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, claimant shall notify Owner, in writing, either within 15 days of receipt of Owner's response or within 15 days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within 30 days for settlement of the dispute.
 - e. Following the meet and confer conference, if the Claim or any portion remains in dispute, claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- E. **Compliance With Americans With Disabilities Act**
 - 1. Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents, or assigns shall constitute a material breach of the Contract Documents.
- F. **Compliance With IRCA**
 - 1. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend, and hold harmless Owner, its agents, officers and employees, from any liability, damages, or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01422

DEFINITIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
2. Full titles are given in this Section for standards cited in other Sections of Specifications.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

A. References

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to Owner's Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Owner.

B. Precedence

1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order or Instruction Bulletin, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
2. No provision of any standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner's Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Architect/Engineer, or any of their consultants, agents, representatives, or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

C. Referenced Grades, Classes, and Types:

1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, Contractor shall provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

D. Edition Date of References:

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
2. All amendments, changes, errata and supplements as of the effective date shall be included.

E. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified

by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.03 DEFINITIONS

A. Meaning of Words and Phrases

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
2. Adjustment Factor: The Contractor's competitively bid price adjustment to the Unit Prices as published in the Construction Task Catalog®. Contractors must bid two sets of Adjustment Factors consisting of two factors each: one set for Projects within Region 1 and the second set for Projects within Region 2. Each set of factors has two factors: one for Work to be accomplished during Normal Working Hours; the second for Work to be performed during Other Than Normal Working Hours. All Adjustment Factors are expressed as an increase or decrease from the published prices.
3. Agreement (Document 00500): Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
5. Approved Equal: Approved in writing by Owner as being of equivalent quality, utility and appearance.
6. Architect/Engineer: If used elsewhere in the Contract Documents, "Architect/Engineer" shall mean a person (or that person's firm) holding a valid California State Architect's or Engineer's license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.
7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Evaluation Criteria Figure: The amount determined in the Evaluation Criteria Figure calculation which is used for the purpose of determining the lowest Bid.
9. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the Adjustment Factors for the Work to be performed.
10. Bidder: One who submits a Bid.
11. Bidding Documents: All documents comprising the Project Manual (including all documents, Construction Task Catalog®, Technical Specifications, and Specification Sections listed in Document 00920 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.

12. BIT – Component 3 of a Cost Proposal addressing Measurement and Payment of Bonds, Insurance and Taxes.
13. Board: The governing body of the Owner.
14. Working (Work) or Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
 - a. New Year's Day, January 1;
 - b. Martin Luther King Jr.'s Birthday, third Monday in January;
 - c. Lincoln's Birthday, February 12;
 - d. Presidents' Day, third Monday in February;
 - e. Memorial Day, last Monday in May;
 - f. Independence Day, July 4;
 - g. Labor Day, first Monday in September;
 - h. Veterans' Day, November 11;
 - i. Thanksgiving Day, as designated by the President;
 - j. The Day following Thanksgiving Day;
 - k. Christmas Day, December 25; and
 - l. Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.
15. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.
16. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.
17. Change Order ("CO"): A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon a modification to the Contract.
18. Code: All Codes specified by law or applicable governing agency.
19. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
20. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
21. Construction Task Catalog®: A comprehensive listing of specific repair or refurbishment tasks together with a specific unit of measurement and a published Unit Price. (Also referred to as the "CTC").
22. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
 - a. General Conditions are general clauses that are common to the Owner Contracts, including Document 00700 (General Conditions).
 - b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents.
23. Contract Documents: Shall consist of the Contract, the Legal Advertisements covering the opening of bids, the Performance, Payment and Guarantee Bond, the Instructions to Bidders and General Conditions, Construction Task Catalog®, Technical Specifications, Bid Proposal, Certificates of Insurance and the Addenda, all incorporated in the Contract before its execution. Job Orders for individual projects shall also become part of the Contract Documents after its execution.
24. Contract Modification: Either:
 - a. a written amendment to Contract signed by Contractor and Owner; or
 - b. a Change Order; or
 - c. a written directive for a minor change in the Work issued by Owner.
25. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.
26. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
27. Contractor License Fee: JOC System License Fee to obtain access to Consultant's JOC Applications. Payable to Consultant within ten (10) days of NTP of Job Orders

28. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
29. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.
30. Detailed Scope of Work: A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
31. Division of State Architect: A division of the State of California providing, design and construction oversight for K-12 schools and community colleges, and developing and maintaining accessibility standards and codes utilized in public and private buildings throughout the State of California.
32. Drawings: The graphic and pictorial portions of 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.
33. Equal: Equal in opinion of Owner. Burden of proof of equality is responsibility of Contractor.
34. Final Acceptance or Final Completion: Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - a. Final cleaning is completed.
 - b. All systems having been tested and accepted as having met requirements of Contract Documents.
 - c. All required instructions and training sessions having been given by Contractor.
 - d. All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
 - e. All punch list Work, as directed by Owner, having been completed by Contractor.
 - f. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.
35. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
36. Furnish: Supply only, do not install.
37. Indicated: Shown or noted on the Drawings.
38. Install: Install or apply only, do not furnish.
39. Instruction Bulletin ("IB"): A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. Instruction Bulletins may also order alterations or Modifications that do not result in change in Job Order Price or Job Order Completion Time, and do not substantially change Drawings or Specifications. Instruction Bulletins do not constitute changes in Job Order Price or Job Order Completion Time except as otherwise agreed in writing by Owner.
40. Job Order: The document that indicates the construction to be accomplished under this Contract. The County will be responsible for the development of the Job Order as well as the inspection and acceptance of the Work contained within the Job Order. Each Job Order will include a Detailed Scope of Work, a firm fixed Job Order Price from the Contractor to achieve that Detailed Scope of Work, a Job Order Completion Time for the completion of the Work and any special conditions that might apply to that specific Job Order. Liquidated Damages are applied to individual Job Orders.
41. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.
42. Job Order Contract (JOC): A competitively bid, indefinite quantity contract for accomplishing repair and refurbishment and related services. Work is accomplished

- through the issuance of individual Job Orders against the Contract. Each Job Order issued will be a firm fixed priced order for accomplishing a specific Detailed Scope of Work.
43. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
 44. Job Order Price Proposal: A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities, and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
 45. Job Order Proposal: A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction Schedule; and € other requested documents.
 46. Joint Scope Meeting: A site meeting to discuss the work before the Detailed Scope of Work is finalized.
 47. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00700 (General Conditions).
 48. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
 49. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
 50. Maximum Contract Value: The maximum value of Job Orders that the Contractor may receive under this Contract.
 51. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
 52. Modification: Same as Contract Modification.
 53. Non-Prepriced (NPP)Tasks: As used herein shall refer to those units of Work that are not included in the Construction Task Catalog® but which are within the general scope and intent of this Contract Such Work requirements shall be incorporated into and made a part of this Contract for the Job Order to which they pertain, and may be incorporated into the Construction Task Catalog®, if determined appropriate by the County, at the price determined within this Contract. Non-Prepriced Work requirements shall be separately identified and submitted in the Job Order Proposal.
 54. Normal Working Hours: Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Owner holidays.
 55. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statute.
 56. Notice to Proceed (NTP): The document that authorizes the Contractor to commence Work on an individual Job Order.
 57. Off Site: Outside geographical location of the Project.
 58. Other than Normal Working Hours: Includes the hours of 6:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and Owner holidays.
 59. Owner: Owner is defined in Document 00500 (Agreement).
 60. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.
 61. Owner's Representative(s): See Document 00500 (Agreement).
 62. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
 63. PCBs: Polychlorinated biphenyls.
 64. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00500 (Agreement) or Document 01100 (Summary).
 65. Prepriced Task: A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.

66. Product Data: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
67. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00700 (General Conditions).
68. Progress Schedule (schedule):
 - a. Baseline Progress Schedule: The first progress schedule submittal from the Contractor and reviewed by Owner, with no exceptions taken.
 - b. Progress Schedule: All subsequent schedule submissions after the Baseline Progress Schedule.
69. Project: As used herein means collectively, the improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
70. Project Manager: If used elsewhere in the Contract Documents, "Project Manager" shall mean a person representing the Owner in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to Owner. When Project Manager is referred to within the Contract Documents and no Project Manager has in fact been designated, then the matter shall be referred to Owner. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of Owner, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of Owner Project Manager is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.
71. Project Manual: Project Manual consists of Bidding Requirements, General Conditions, CTC, Technical Specifications, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
72. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
73. Provide: Furnish and install.
74. Region 1: Shall generally be the Greater Bakersfield area including Lost Hills, Wasco, Buttonwillow, McKittrick, Taft, Ford City, Fellows, Valley Acres, Maricopa, Mettler, Lebec, Lake of the Woods, Frazier Park, McFarland, Shafter, Delano, Lamont and Arvin.
75. Region 2: Shall generally be the eastern portion of Kern County including Woody, Glennville, Alta Sierra, Wofford Heights, Kernville, Lake Isabella, Ridgecrest, Randsburg, Inyokern, Boron, California City, Mojave, Rosamond, Tehachapi, Keene, Stallion Springs, Twin Oaks and Golden Hills.
76. Request for Information ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.
77. Request for Proposal: A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
78. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
79. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
80. Shown: As indicated on Drawings.
81. Site: The particular geographical location of Work performed pursuant to the Contract Documents.
82. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.

83. Specified: As written in Specifications.
84. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
85. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of Owner for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.
86. Supplemental Job Order: A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
87. Technical Specifications: The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
88. Testing and special inspection agency: An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
89. Time Impact Evaluation ("TIE"): An evaluation of the impact of an issue to the project schedule.
90. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
91. Unit Price: The price published in the Construction Task Catalog® for a specific repair or refurbishment task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the Labor, Equipment and Materials costs to accomplish that specific task.
92. Work: Shall mean the furnishing by Contractor of all labor, materials, equipment and other incidentals necessary or convenient to the completion of an individual Job Order.
- B. Other Defined Terms**

The following terms are not necessarily identified with initial caps; however, they shall have the meaning set forth below:

1. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.
2. Wherever the word "may" or "ought" is used, the action to which it refers is discretionary. Wherever the word "shall" or "will" is used, the action to which it refers is mandatory.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Product requirements, transportation and handling of products, storage and protection of products, product options, and substitutions procedures.

1.2 SECTION INCLUDES

- A. Definitions.
- B. Products.
- C. Transportation and handling.
- D. Storage and protection.
- E. Product options.
- F. Substitutions.

1.3 RELATED DOCUMENTS

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to Work of this Section.

1.4 DEFINITIONS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Named products: Items identified by manufacturer's product name, including make and model as identified in published product literature current as of Contract Document date.
- C. Materials: Products substantially shaped, cut or worked or otherwise fabricated, processed, or installed to form a part of the Work.
- D. Equipment: Product with operational parts, motorized or manual, that requires service connections.

1.5 PRODUCTS

- A. New and in a condition acceptable to the County and the Architect/Engineer. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. In conformance with EPA Codes and Regulations.
- C. No material or equipment shall be used for any purpose other than that for which it is designed or specified.
- D. Provide interchangeable components of the same manufacture, for components being replaced.
- E. No material shall contain asbestos or polychlorinated biphenals (PCBs).
- F. No materials or products shall contain formaldehyde in excess of the amount recommended by OSHA Regulations (Standards -29 CFR).
- G. No lead containing powder driven anchors are permitted. Wherever powder driven anchors are Indicated or Specified, provide equivalent strength non-lead containing powder driven anchors.
- H. Pursuant to the Resource Conservation & Recovery Act (RCRA) 6002 and to the extent that new recyclable material maybe utilized for construction of the building expansion with the approval of Architect/Engineer.

1.6 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Deliver manufactured products in the manufacturer's original, unbroken containers or packaging, with identifying labels intact and legible.

- C. Immediately on delivery, inspect shipments to assure compliance with the requirements of the Contract Documents and accepted Submittals, quantities are correct and to verify that products are properly protected and undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damaging the product and their packaging.
- E. Promptly remove damaged and defective products from the Site, and replace at no increase in Contract Sum.
- F. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- G. Protect finished surfaces, including jambs and soffits and openings used as passageways, through which equipment and material are handled.
- H. Schedule delivery to minimize long term storage at the site and to prevent overcrowding of construction storage space.
- I. Coordinate delivery with installation time to minimize holding time for flammable, hazardous, easily damaged, or other losses.
- J. Inspect products upon delivery to ensure compliance with Contract Documents, products are not damaged and they are properly protected.

1.7 STORAGE AND PROTECTION

- A. Except as otherwise approved by the Architect/Engineer, store and protect products in accordance with manufacturers' instructions, with seals and labels intact and legible.
- B. Store products that are subject to damage by the elements, under cover in a weathertight, climate controlled enclosures.
- C. Maintain temperature and humidity within the ranges required by manufacturers.
- D. For exterior storage of fabricated products, place on sloped supports, above ground, to prevent soiling and staining.
- E. Provide off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
- G. Store less granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect products to ensure that products are maintained under specified condition and free from damaged and deterioration.
- J. In event of damage to the product, promptly replace to the approval of the Architect/Engineer and at no additional cost to the County.
- K. Additional time required to secure replacements will not be considered by the Architect/Engineer for any extension in the contract time of completion.
- L. Protection after Installation:
 - 1. Provide substantial coverings as necessary to protect installed products from damage from traffic and construction operations. Remove coverings when no longer needed.
 - 2. Maintain temperature and humidity conditions for interior equipment and finish products in accordance with the manufacturers' printed instruction.

1.8 PRODUCT OPTIONS

- A. For products Indicated or Specified by Reference Standards or by descriptive requirements only, select any product by any manufacturer meeting description and that is recommended by manufacturer for the application Indicated.
- B. For products Indicated or Specified by Performance Requirements only, select any product by any manufacturer meeting requirements and that is recommended by manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application. Manufacturer's recommendations may be contained in published literature or by manufacturer's written certification of performance.

- C. For products Indicated or Specified by Naming One Product and Manufacturer: Products of manufacture named and meeting specifications, no options or substitution are allowed. This option shall only apply to products matching others in use on a particular public improvement either completed or in the course of completion.
- D. For products indicated or specified by naming several products or manufactures select, any one of the products or manufacturers named which complies with the Specified requirements. When the naming of one or more products is followed by "or accepted equal", a substitute product may be offered for consideration. Submit a request for substitution for any manufacturer not named in accordance with the following articles.

END OF SECTION

SECTION 01650

STARTING OF SYSTEMS

PART 1 – GENERAL

1.01 SUMMARY

- A. Administrative procedures for starting up of various systems.

1.02 SECTION INCLUDES

- A. Starting systems.
- B. Demonstration and instructions.
- C. Testing, adjusting, and balancing.

1.03 RELATED DOCUMENTS

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to Work of this Section.

1.04 QUALITY ASSURANCE

- A. When specified in individual Sections, or when requested by Architect/Engineer, manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment installation prior to start-up; to supervise placing equipment in operations; and to provide a written report that equipment has been properly installed and lubricated, is in accurate alignment, is free from any undue stress imposed by connection lines or anchor bolts, and has been satisfactorily operated under full load conditions.

1.05 SUBMITTALS

- A. Submit under pertinent provisions of the Section 00700 (General Conditions) and Section 01300 (Submittals).
- B. Submit preliminary schedule listing times and dates for start-up of each item of equipment in sequence prior to proposed dates.
- C. Submit manufacturer's representative's reports within one week after start-up, listing satisfactory start-up dates.

1.06 PROJECT CONDITIONS

- A. Building enclosures complete and weather tight.
- B. Excess packing and shipping bolts are removed.
- C. Interdependent systems have been checked and are operational.

PART 2 – PRODUCTS

(Not applicable)

PART 3 – EXECUTION

3.01 INSPECTION

- A. Verify that Project conditions comply with requirements.
- B. Verify that status of Work meets requirements for starting of equipment and systems.

3.02 PREPARATION

- A. Coordinate sequence for start-up of various items of equipment including County provided equipment.
- B. Notify Architect/Engineer seven days prior to start-up of each item of equipment.
- C. Provide Contract Documents, shop drawings, product data, and operation and maintenance data available during entire start-up process.
- D. Verify that each piece of equipment has been checked for proper lubrication, drive rotation, belt tension, control sequence and other conditions which may cause damage.
- E. Verify control systems are fully operational in automatic mode.

- F. Verify that test, meter readings and specific electrical characteristics agree with those specified by electrical equipment manufacturer.
- G. Verify wiring to motors and controls required by mechanical Work for operation smoke and fire protection demonstrations is completed.
- H. Verify wiring and support systems for equipment installed under separate contracts is complete and checked.
- I. Bearings: Inspect for cleanliness; Clean and remove foreign matter, Verify alignment; Take corrective measures.
- J. Drives: Inspect for tension on belt drives, adjustment of varipitch sheaves and drives, alignment, proper equipment speed and cleanliness. Take corrective action.
- K. Motors: Verify that motor amperage agrees with nameplate value. Inspect for conditions which procedure excessive current flow and which exist due to equipment malfunction. Take corrective action.

3.03 STARTING SYSTEMS

- A. Execute start-up under supervision of responsible personnel.
- B. Place equipment in operation in proper sequence.
- C. Execute start-up under supervision of responsible Contractor's personnel in accordance with manufacturers' written instructions.
- D. When specified in individual Specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.
- E. Submit a written report in accordance with Section 01400 (Quality Requirements) that equipment or system has been properly installed and is functioning correctly.

3.04 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstration operation and maintenance of Products to County's personnel 2 weeks prior to date of Punch List Walk.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within 6 months, at no cost to the County.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with County's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate, start-up, operation, control, adjustment, safety procedures, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed upon times, at equipment location.
- E. Prepare and inset additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.05 TESTING, ADJUSTING, AND BALANCING

- A. Contractor will appoint, employ, and pay for services of an independent firm to perform testing, adjusting and balancing.
- B. Reports will be submitted by the independent firm to the Architect/Engineer indicating observations and results of tests and indicating compliance of noncompliance with specified requirements and with requirement of the Contract Documents.

END OF SECTION

SECTION 01705

CUTTING AND PATCHING

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section establishes General Requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:
 - 1. Make the several parts fit properly.
 - 2. Uncover Work to provide for installing, inspection, or both, of ill-timed Work.
 - 3. Remove and replace Work not conforming to requirements of the Contract Documents.
 - 4. Remove and replace defective Work.
- B. Requirements and limitations for cutting and patching of Work.

1.02 RELATED DOCUMENTS

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to Work of this Section.

1.03 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural Work in a manner that would result in a reduction of load carrying capacity or of load deflection ration. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
 - 1. Foundation construction.
 - 2. Structural concrete.
 - 3. Stair systems.
 - 4. Miscellaneous structural metals.
 - 5. Exterior curtain wall construction.
 - 6. Equipment supports.
 - 7. Piping, ductwork, vessels and equipment.
- B. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, to increase maintenance, or to decrease operational like or safety.
- C. Visual Requirements:
 - 1. Do not cut and patch construction exposed on the exterior or in its occupied spaces, without consulting the Engineer/Architect.
 - 2. Remove and replace Work cut and patched in a visually unsatisfactorily manner.
- D. Employ skilled workers for cutting and patching. Wherever practicable, employ original installer or fabricator providing Work under this Contract to perform cutting and patching for new:
 - 1. Weather-exposed and moisture-resistant products.
 - 2. Fireproofing.
 - 3. Finished surfaces exposed to view.
- E. Individual Product Specification Sections:
 - 1. Cutting and patching incidental to Work of the Section.
 - 2. Advance notification to other Sections of openings required in Work of those Sections.
 - 3. Limitations on cutting structural members.

1.04 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of County or separate contractor.
 - 6. Cost estimate and type of reimbursement review by Architect/Engineer. Review does not waive Architect/Engineer's right to later require complete removal and replacement of any part of Work found to be unsatisfactory.

- B. Include in Request:
1. Identification of Project.
 2. Location and description of affected Work.
 3. Necessity for cutting or alteration.
 4. Description of proposed Work, entities to perform Work, products to be used, dates when Work is to be performed.
 5. Alternatives to cutting and patching.
 6. Effect on Work of County or separate Contractor.
 7. Written permission of affected separate Contractor.
 8. Describe anticipated results in terms of changes to existing construction.
 9. List utilities to be disturbed or relocated or temporarily out of service. Indicate length of service disruption.
 10. Where Work involves addition of reinforcement to structural elements, submit details and engineering calculations showing how new reinforcement integrates with original structure.
 11. Date and time Work will be executed, to provide for Engineering/Architect observation.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Primary Products: Those required for original installation.
- B. Product Substitution: Refer to Section 00200 (Instruction to Bidders), Article 6, Paragraph 6.07.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during cutting, excavating, patching and backfilling.
- B. After uncovering the Work, inspect conditions affecting of new Work.
- C. If uncovered conditions are not as anticipated, immediately notify the Architect/Engineer and secure needed directions.
- D. Do not proceed until unsatisfactory conditions are corrected.
- E. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Provide required temporary supports including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Prior to cutting, employ a competent private utility locating service capable of locating positions and depths of underground and concealed structural reinforcements and utilities including, but not limited to electrical conduits, plumbing lines, and other utilities in the vicinity of the construction to be cut.
- C. Perform cutting and patching using methods so as not to void existing warranties.
- D. Provide protection from elements for areas which may be exposed by uncovering Work.
- E. Maintain excavations free of water.

3.03 CUTTING

- A. Perform required cutting and fitting to complete the Work under pertinent other Sections of these Specifications.
- B. Perform required excavating and backfilling as required under pertinent other Sections of these Specifications.
- C. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new Work.
- D. Do not cut or alter structural members without prior consultation with the Engineer/Architect unless specifically indicated. Do not damage reinforcing or structural steel to remain.
- E. Do not damage electrical conduits, plumbing lines, and other utilities to remain.

- F. Cut existing construction to provide for installation of Work. Make new openings neat, as close as possible to profiles indicated and only to extent necessary for new Work.
- G. Uncover Work to install improperly sequenced Work.
- H. Remove and replace defective or non-conforming Work.
- I. Remove samples of installed Work for testing when requested.
- J. Provide openings in the Work for penetration of mechanical and electrical Work.
- K. At concrete, masonry, paving, and other materials where edges of cuts and holes will remain exposed in the completed Work, make cuts using power-sawing and power-coring equipment; do not overcut at corners of cut openings. Saw overruns shall not be permitted. Pneumatic tools are not allowed without prior approval.
- L. Upon completion of cutting and coring, clean remaining surfaces of loose particles and dust.

3.04 PATCHING

- A. Execute patching to complement adjacent Work.
- B. Patch existing construction by filling repairing, refinishing, closing up and similar operations. Patching includes the insertion or projection of other products in or from a surface.
- C. Perform fitting and adjusting of products together to integrate with other Work with the specified tolerance and finishes.
- D. Perform Work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- E. Restore Work with new Products in accordance with requirements of Contract Documents.
- F. Fit Work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. Patch weather-exposed components in a manner that restores them to a weathertight condition.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
- I. Finish or refinish, as required, cut and patched surfaces to provide an even surface of uniform finish, color, texture, and appearance, matching existing adjacent. Finish complete surface plane, unless otherwise indicated. Over patched wall or ceiling surfaces, finish to nearest cutoff line for entire surface, such as intersection with adjacent wall or ceiling, beam, pilasters or to nearest opening frame, unless otherwise indicated. Finished surfaces shall not present a spotty, touched-up appearance. For an assembly, refinish entire unit.

3.05 PERFORMANCE

- A. Execute Work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- B. Employ original subcontractor to perform cutting and patching for weather exposed and moisture resistant elements.
- C. Cut materials using masonry saw or core drill. Pneumatic tools are not allowed without prior approval.
- D. Restore Work with new products in accordance with requirements of Contract Documents.
- E. Fit Work tightly to pipes, sleeves, ducts, conduits, and other penetrations through surfaces, caulking where necessary to create water and air resistive barriers.
- F. At penetrations of fire-rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in compliance with current California Building Code, to full thickness of the penetrated element.
- G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01780

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

A. **Section describes requirements and procedures for:**

1. Preparation for Contract Closeout
2. Punch List Development.
3. Final Completion
4. Warranties

1.02 PREPARATION FOR CONTRACT CLOSEOUT

A. **Removal of Temporary Construction Facilities and Project Cleaning.**

1. Prior to closeout procedures: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to specified condition.

B. **Equipment and Systems.**

1. Prior to closeout procedures, Contractor shall start up, run for periods prescribed by Owner, operate, adjust and balance all manufactured equipment and Project systems, including but not limited to, mechanical, electrical, safety, fire, and controls.
2. Contractor shall perform all required scheduled maintenance throughout the duration of the Project.
3. Demonstrate that such equipment and systems conform to contract standards and manufacturer's guarantees. Where applicable, use testing protocols specified, and if the contract is silent, then consistent with manufacturer's recommendations and industry standards.
4. Where required by the technical specifications, provide training of Owner's personnel. Provide Operation and Maintenance manuals for all equipment.

C. **Permitting and Reporting.**

1. Prior to closeout procedures, Contractor shall demonstrate or provide evidence that all outstanding permit requirements have been met, including reporting, certifications, and commissioning. Where Owner is required to certify to any permit compliance, Contractor shall prepare such certification documents for Owner execution.
2. Contractor shall schedule all necessary site visits from all authorities having jurisdiction to meet permit compliance.
3. Contractor shall provide all required commissioning documents and reports as required by Laws and Regulatory Requirements.

1.03 PUNCH LIST DEVELOPMENT

A. **Punch List Readiness Determination.**

1. When Contractor considers Work or designated portion of the Work as ready for punch list review, Contractor shall submit written notice to the Owner to review Project readiness with Inspector. Contractor and Inspector shall review the Work and, if Inspector identifies items needing correction prior to punch list review, Contractor shall make such corrections prior to scheduling the punch list walk.

B. **Punch List Walk and Corrections.**

1. When Contractor considers Work or designated portion of the Work as ready for punch list walk, submit written notice to Owner. Within reasonable time, Owner will schedule the punch list walk to determine status of completion. The attendees for the punch list walk will include the Architect/Engineer, Inspector, Owner, and Owner's Representatives. Consultant disciplines may schedule individual punch list walks as necessary. Contractor shall attend the punch list walk with personnel he deems necessary to accomplish Final Completion.

2. Should Owner determine that status of Work does not meet the Contract requirements for Final Completion, Owner will promptly notify Contractor in writing, listing all defects and omissions (the "**Punch List**").
3. Contractor shall be aware that the generation of a Punch List does not limit the Owner's ability to identify other deficiencies not previously identified on the Punch List and that the Contractor is responsible for all corrections required to meet the Contract requirements.
4. Contractor shall remedy deficiencies to the satisfaction of the Owner. Contractor shall provide Project Record Documents and evidence that all permit requirements have been satisfied.

C. **Final Walk.**

1. After Contractor performs all corrections identified on the Punch List, performs corrections of subsequent items added after the punch list walk and provides Project Record Documents and evidence of permit compliance, Contractor shall submit written notice to Owner. Within a reasonable time, Owner will schedule the final walk to determine status of completion. Owner's attendees will be personnel involved in Punch List generation. Contractor shall provide all personnel he deems necessary to accomplish Project Completion.
2. The Punch List examination will be performed at the final walk. One follow-up review of Punch List items for each discipline will be provided. If further site visits are required to review Punch List items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these visits.
3. If Owner deems work has been completed in accordance with the Contract requirements, or in Owner's judgment minor corrections may be completed which do not hinder Final Completion, Contractor shall prepare for Final Completion.

1.04 FINAL COMPLETION

A. **Requirements**

1. Final Completion occurs when Work meets requirements for Owner's Final Acceptance.

B. **Procedure**

1. When Contractor and Owner consider Work to be Complete, Contractor shall submit written certification that:
 - a. Contractor has inspected Work for compliance with Contract Documents, and all Punch List requirements have been met.
 - b. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed in the Punch List have been corrected. Equipment and systems have been tested in the presence of Owner and are operative.
 - c. Project Record Documents are completed and turned over to Owner, Work is complete, and certificate of occupancy is obtained.
2. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
3. Upon Contractor completion of all closeout procedures and Owner's Final Acceptance, Owner will file the Notice of Completion.

C. **Final Adjustments of Accounts:**

1. Submit a final statement of accounting to Owner, showing all adjustments to the Contract Sum and complete and execute Document 00559 (Agreement and Release of Claims).
2. If so required, Owner shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

D. **Turn-In.** Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned into Owner.

E. **Release of Claims.** Contract Documents will not be closed out and final payment will not be due or made until Document 00559 (Agreement and Release of Claims) is completed and executed by Contractor and Owner.

- F. **Fire Inspection Coordination.** Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable).
- G. **Building Inspection Coordination.** Coordinate with Owner a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

1.05 WARRANTIES

A. Warranty Documents

1. Contractors shall assemble and provide warranty documents, executed or supplied by Subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized. Assemble in specification section order. Additionally, Contractor shall provide to Owner all documents in the warranty document package in an electronic file, portable document format (pdf). Provide one copy on four individual flash drives.
2. Submit warranty documents in accordance with Document 01300 (Submittals) and prior to final Application for Payment. For equipment put into use with Owner's permission during construction, submit warranty documents within 14 Days after first operation. For items of Work delayed materially beyond the date of Final Completion, provide updated warranty documents within 14 Days after acceptance, listing date of acceptance as start of warranty period.
3. Warranty Forms: Submit drafts to Owner for review prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents. Warranty shall be countersigned by manufacturers. Where specified, warranty shall be countersigned by Subcontractors and installers.
4. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
 - a. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
 - b. Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.
 - c. Materials, equipment, or systems delayed from beneficial use of Owner as of the date of Notice of Completion, as agreed to in writing by Owner.

B. Warranty of Title:

1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

DOCUMENT 01 6000-A

SUBSTITUTION REQUEST FORM

To: **The County of Kern, Owner**

[(____) ____ - ____]

PROJECT: JOC Order Contract General - Phase 29	Contractor:
Owner Project No: CS27-0002	

Substitution Request By:	Firm:
---------------------------------	--------------

Transmittal Record	Attn:	Firm:	Date Sent:	Date Rec'd:	Date Due:
Contractor to Owner					
Contractor to Architect					
Owner / Architect to Consultant					
Architect to Owner Representative					
Owner Representative to Contractor					

We hereby submit for your consideration the following product instead of the specified item for the Project:

Section / Drawing	Article	Specified Item
Proposed Substitution:		

We have (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

Contractor to complete questions that follow and certifies to the accuracy of all answers:

A.	Does the substitution affect dimensions shown on Drawings? Yes ___ / No ___. If Yes, please explain proposed mitigation and why substitution is equivalent to originally specified item:
B.	Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes ___ / No ___. If No, please state reasons explain why substitution is equivalent to originally specified item:
C.	What effect does the substitution have on other trades? No effect: ___ / Some effect ___. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:
D.	Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:
E.	Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:
F.	What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]
G.	Are Manufacturer's guarantees for the proposed item the same as for item specified? Yes ____; No _____. If No, please explain why substitution is equivalent to originally specified item:

H.	Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes ___ / No ___. If No, please state reasons and explain why substitution is equivalent to originally specified item:
I.	Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes ___ / No ___. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Contractor:

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

Proposed Substitution Manufacturer

Submitted by: _____ Signature: _____

Firm: _____ Date: _____

Address: _____ Phone/ Fax: _____

Remarks: _____

Consultant Response: ☐ Accepted ☐ Not Accepted ☐ Accepted As Noted ☐ Received Too Late	Owner Representative Response: ☐ Accepted ☐ Not Accepted ☐ Accepted As Noted ☐ Received Too Late
Remarks: _____ _____	Remarks: _____ _____
By: _____	By: _____

END OF DOCUMENT