

Solicitation 080-586708

Upgrade Physical Security Card Access - OC Data Center

Bid designation: Public



County of Orange

Bid 080-586708 Upgrade Physical Security Card Access - OC Data Center

Bid Number 080-586708
Bid Title Upgrade Physical Security Card Access - OC Data Center

Bid Start Date Dec 20, 2012 10:31:58 AM PST
Bid End Date Jan 15, 2013 2:00:00 PM PST
Question & Answer End Date Jan 5, 2013 4:00:00 PM PST

Bid Contact Kathleen Kasten
Administrative Manager
kathleen.kasten@ocpw.ocgov.com

Pre-Bid Conference Jan 3, 2013 9:00:00 AM PST
Attendance is mandatory
Location: ***MANDATORY JOB WALK***
LOCATION: 1400 S. GRAND AVENUE, SANTA ANA, CA (PLEASE REFER TO INSTRUCTIONS ON PAGE 1 OF NOTICE INVITING BIDS FOR FURTHER INSTRUCTIONS REGARDING JOB WALK)

Standard Disclaimer The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.

Description

PLEASE REGISTER YOUR COMPANY VIA THE BIDSYNC WEBSITE PRIOR TO VIEWING OR DOWNLOADING THIS SOLICITATION.

OC PUBLIC WORKS IS SOLICITING BIDS FROM CONTRACTORS INTERESTING IN ENTERING INTO A FIXED-FEE CONTRACT FOR UPGRADE OF THE PHYSICAL SECURITY CARD ACCESS AT THE ORANGE COUNTY DATA CENTER (TASK 1 LOCATION: 1400 S. GRAND AVENUE, SANTA ANA, CA, 92705 AND TASK II LOCATION: 1501 E. ST. ANDREWS PLACE, SANTA ANA, CA, 92705). CONTRACTOR MUST POSSESS A CURRENT STATE OF CALIFORNIA C-10 LICENSE ISSUED BY THE CALIFORNIA STATE CONTRACTOR'S LICENSE BOARD AT THE TIME CONTRACT IS AWARDED.

ALL QUESTIONS PERTAINING TO THIS INVITATION FOR BID (IFB) MUST BE SUBMITTED THROUGH BIDSYNC. IT IS THE VENDOR'S RESPONSIBILITY TO CHECK BACK FREQUENTLY FOR ANY ADDENDA OR OTHER INFORMATION. BIDDERS ARE ADVISED TO CAREFULLY READ THE COUNTY TERMS AND CONDITIONS, INSURANCE REQUIREMENTS, AND ALL BIDDER INSTRUCTIONS, PRIOR TO SUBMITTING A BID. AWARDED CONTRACTOR MUST PROVIDE ALL INSURANCE REQUIREMENTS WITHIN SEVEN (7) DAYS OF RECOMMENDATION OF AWARD, BUT PRIOR TO OFFICIAL CONTRACT AWARD.

CONTRACTOR WILL BE REQUIRED TO SIGN A CONTRACT UPON AWARD. IF CONTRACTOR IS A CORPORATION, SIGNATURE WILL BE PROVIDED IN ACCORDANCE WITH THE CORPORATION'S CODE.

****IMPORTANT DATES****

JANUARY 3, 2013 – MANDATORY JOB WALK AT 9:00 A.M.

JANUARY 5, 2013 – QUESTIONS DUE BY 4:00 P.M.

JANUARY 15, 2013 – BIDS DUE BY 2:00 P.M.



County of Orange

OC Public Works

Ignacio G. Ochoa, Interim Director

S P E C I F I C A T I O N S

PROJECT NAME

OC Data Center-Upgrade OCDC Physical Security Card Access

PROJECT LOCATION

Task I: 1400 S. Grand Avenue, Santa Ana, CA 92705
Task II: 1501 St. Andrews, Santa Ana, CA 92705

PROJECT NO.

289-017-289-P638-4200

PLAN NUMBER

N/A

FOR THE COUNTY OF ORANGE

APPROVED AS TO FORM
COUNTY COUNSEL

Paula St. Wiley

Deputy

12-10-12

Date

COUNTY REPRESENTATIVE

OC Public Works
OC Facilities Operations
1143 E. Fruit Street
Santa Ana, CA 92701
Telephone: (714) 667-4915
Fax Number: (714) 667-4932
Contact: Ray O'Grady
Email: ray.ogrady@ocpw.ocgov.com

APPROVED

Randy Vanroy

Randy Vanroy, Manager
OC Facilities Operations/Project Management

12-11-12

Date

Project Title: OC Data Center-Upgrade OCDC Physical Security Card Access
Project Number: Task I & II: 289-017-289-P638-4200

Table of Contents

<u>BIDDING REQUIREMENTS</u>		<u>PAGES</u>
Notice Inviting Bids.....		1 only
Instructions to Bidders.....		1 thru 7
Proposal.....		1 thru 3
 <u>CONTRACT FORMS</u>		
Agreement.....		1 thru 5
Child Support Enforcement Form.....		1 only
Apprenticeship Sample Form.....		1 only
Certificate of Insurance Form.....		1 only
Faithful Performance Bond.....		1 thru 2
Labor and Material Payment Bond.....		1 thru 2
 <u>CONDITIONS OF THE CONTRACT</u>		
General Conditions.....		1 thru 24
Supplemental General Conditions.....		1 only
 <u>DIVISION 1 - GENERAL REQUIREMENTS</u>		
Section 01001 – Drawing Sheet Index.....		1 only
01002 – Description of Project.....		1 only
01010 – Summary of Work.....		1 thru 2
01020 – Allowances.....		1 thru
01025 – Schedule of Values.....		1 thru 2
01030 – Alternates.....		1 only
01045 – Cutting & Patching.....		1 thru 3
01050 – Coordination.....		1 thru 4
01090 – Reference Standards.....		1 thru 7
01200 – Project Meetings.....		1 thru 2
01300 – Construction Schedules.....		1 thru 3
01350 – Submittals.....		1 thru 8
01400 – Quality Requirements.....		1 thru 5
01500 – Construction Facilities & Temporary Control.....		1 thru 5
01640 – Substitutions & Product Options.....		1 thru 3
01700 – Contract Closeout.....		1 thru 3
01730 – Operations & Maintenance Data.....		1 thru 6
01740 – Warranties & Guarantees.....		1 only

DIVISION 2 -THRU 16 TECHNICAL SPECIFICATIONS

PAGES

DIVISION 2 THRU 16

Sections Not used

Refer to Description of Project Section 01002 for Material Details

Refer to Appendix for Task I and Task II Floor Plans

1. NOTICE IS HEREBY GIVEN that the OC Public Works/OC Facilities Operations/Project Management of the County of Orange, will receive sealed bids up to 2:00 p.m., on **January 15, 2013** at the reception desk of OC Public Works/OC Facilities Operations/Project Management, 1143 East Fruit Street, Santa Ana, CA 92701 (northeast corner of Fruit Street and Fuller Street), at which time said bids will be publicly opened and read in the OC Public Works/OC Facilities Operations/Project Management Conference Room C for the following:

Project: **OC Data Center-Upgrade OCDC Physical Security Card Access**

Location: **Task I: 1400 S. Grand Ave., Santa Ana, CA 92705**

Task II: 1501 E. St. Andrews Pl., Santa Ana, CA 92705

Project No.: 289-017-289-P638-4200

Est. Construction Cost: **\$125,000**

2. All of said work to be performed in accordance with drawings and specifications, which are available for purchase after **December 18, 2012** at ARC, 504 W. Chapman Ave., Unit A, Orange, California, 92868, Telephone (714) 532-4852, contact: Mike Husband. Call in advance for price and to order to avoid delay. For additional information, contact **Ray O'Grady**, at (714) 667- 4915.
3. The classification of contractors license required in the performance of this contract is **C-10**.
4. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, this contract requires payment of not less than the general prevailing rate of per diem wages. The Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the Board of Supervisors or visit the website of Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD.
5. Each bidder must submit with his bid a certified or cashier's check, cash or an *original* bidder's bond issued and executed by an admitted Surety insurer (authorized to transact surety insurance in California), made payable to the order of the County of Orange in an amount not less than five percent of the sum bid as a guarantee that the bidder will enter into the proposed contract if the same is awarded him (e.g., if the bidder's bond is issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds). In the event of failure to enter into such contract, the said amount will be forfeited to said County of Orange.
6. The successful bidder shall be required to furnish a Performance Bond in an amount equal to 100 percent of the amount of the contract and a Payment Bond in an amount equal to 100 percent of the amount of the contract, said bonds to be first approved by the County Counsel and the Risk Manager of Orange County.
7. Pursuant to Section 22300 of the Public Contract Code of the State of California, the contract will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the County of Orange to ensure performance under the contract.
8. The Board of Supervisors reserves the right to reject any or all bids and to waive any informality in any bid received.
9. **A MANDATORY one-time pre-bid JOB WALK and meeting will be conducted on, January 3, 2013 at 9:00a.m., SHARP. No one will be admitted after 9:10a.m.. Meet at 1400 S. Grand Ave, Santa Ana, CA. Job walk for second job site will be conducted right after at 1501 St. Andrews, Santa Ana, CA.** The job walk/meeting will allow bidders to acquaint themselves with the project site and conditions under which the work will be conducted. Failure of any bidder to attend this **MANDATORY JOB WALK** shall constitute a substantial variation from the requirements of the contract documents and the bid of any bidder not in attendance will be rejected. An attendance sign-in sheet will be available and all potential bidders *must* sign-in to verify their attendance. **Subcontractors, materials suppliers, and vendors are encouraged to attend.**

Dated _____

Randy Vannoy, Manager

OC Public Works/OC Facilities Operations/Project Management
NOTICE INVITING BIDS

Under 175K (No Security)
OC Data Center-Upgrade OCDC Physical Security Card Access

INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Drawings and specifications will be available for purchase on or after **December 18, 2012** at ARC, 504 W. Chapman Ave, Unit A, Orange, California, 92868. Telephone (714) 532-4852. Call in advance to order plans and avoid delay.

2. PROPOSALS

Bids to receive consideration shall be made in accordance with the following instructions:

- A. Bids shall be made upon the proposal form contained herein. All items shall be properly filled in; numbers shall be stated both in writing and in figures, and shall be in ink or typed. The signatures shall be in longhand, and in ink. The completed form shall be without alterations, interlineations, or erasures.
- B. Bids shall be submitted only upon the items stated in the plans and specifications; bids upon other bases will not be considered. Bids that are not submitted on the prescribed forms may be rejected.
- C. The County reserves the right to accept bids on work and alternatives listed in the form of proposal in sum total or individually or in any combination unless the form of proposal makes specific provision to the contrary.
- D. Unless called for, alternative bids will not be considered.
- E. Modification of bids already submitted will be considered if received at the office designated in the Notice Inviting Bids by the date and time set forth for the opening of bids.
- F. Pursuant to the provisions of Sections 4100 through 4114 of the Public Contract code of the State of California, every bidder shall, in his bid, set forth:
 - (1) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent of the bidder's total bid.
 - (2) The portion of the work which will be done by each such subcontractor.
- G. In the event that alternative bids are called for and contractor intends to use different or additional subcontractors on the alternative or alternatives, he shall fill out additional forms of the list of subcontractors and shall identify such forms with relation to whether they apply to the base or alternative bids.
- H. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of the bidder's total bid, bidder agrees to perform that portion himself. The successful bidder shall not, without the consent of OC Public Works, either:
 - (1) Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated in the original bid.
 - (2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

- I. Each bidder must submit with his bid a certified or cashier's check, cash or an *original* bidder's bond issued and executed by an admitted Surety insurer (authorized to transact surety insurance in California), made payable to the order of the County of Orange in an amount not less than five percent of the sum bid as a guarantee that the bidder will enter into the proposed contract if the same is awarded him (e.g., if the bidder's bond is issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds). In the event of failure to enter into such contract, the proceeds of the check or cash will be forfeited or, in case of bond, the full sum thereof will be forfeited to the County of Orange.
- J. Before submitting a bid, bidders shall carefully examine the drawings, read the General Conditions, Supplementary General Conditions, Specifications, and the form of Agreement, shall fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the contract.
- K. Bids, and modifications thereof, if any, shall be delivered to OC Public Works/OC Facilities/Project Management, 1143 East Fruit Street, Santa Ana, California, (northeast corner of Fruit Street and Fuller Street), on or before the day and hour set for the opening of bids in the Notice Inviting Bids, enclosed in a sealed envelope, and bearing the title of the work and the name of the bidder.

3. MODIFICATIONS AFTER BID OPENING

A modification which is received from an otherwise successful bidder and which makes the terms of the bid more favorable to the County will be considered at any time it is received and may thereafter be accepted.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written request received from bidders prior to the time set for opening of bids.

5. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a bidder find discrepancies in or omissions from the drawings or specifications, or should he be in doubt as to their meaning, he shall at once notify the County, in writing. Should it be found that the point in question is not clearly and fully set forth, a written Addendum will be sent to all persons receiving a set of documents. The County will not be responsible for any oral instructions.

6. ADDENDA OR BULLETINS

Any Addenda or information issued during the time of bidding, or forming a part of the documents used for the preparation of the bid, shall be covered in the bid and shall be made a part of the Contract.

7. OPENING OF BIDS

Bids will be publicly opened and read, at the time and place set in the Notice Inviting Bids.

8. AWARD OR REJECTION OF BIDS

- A. The award of the Contract, if it is awarded, will be to the lowest responsive and responsible bidder complying with these instructions and the Notice Inviting Bids.
- B. The County reserves the right to reject any nonresponsive bid(s), reject any bid(s) of a bidder County determines to be nonresponsive, waive any informality in the bids received that the County determines to be not material, or reject all bids.

9. BONDS

The successful bidder, simultaneously with the execution of the Agreement, will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100 % of the Contract price. Said bonds shall be secured from a surety company satisfactory to the County and in accordance with the General Conditions.

Signature of Surety representative must be notarized.

10. SPECIAL NOTICE

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and the contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

11. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid, as prime Contractor, for the same work. A person, firm or corporation who has submitted a subproposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a subproposal or quoting prices to other bidders.

12. BIDS TO BE LEFT ON DEPOSIT

Unless otherwise required by law, no bid (opened), nor any part thereof, may be withdrawn by the bidder for a period of sixty (60) days after the opening of bids.

13. NON-COLLUSION AFFIDAVIT

- A. Pursuant to Public Contract Code Section 7106, each bidder must execute the Non-Collusion Affidavit contained herein and submit it with the bid.
- B. The County may require that the principal Contractor shall, before awarding any subcontract, secure from the proposed subcontractor a Non-Collusion Affidavit.

14. SUBSTITUTION

Where the specifications or drawings specify any material, product, thing, or service by one or more brand names, whether or not "or equal" is added, and a bidder wishes to propose the use of another item as being equal, he shall request approval therefore as set forth in Section 01640 of the Specifications.

15. CONTRACTOR'S LICENSE

No bid may be considered from a Contractor who, at the time the contract is awarded, is not licensed to perform the work of the project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of the license required, the decision of the County of Orange shall prevail. This requirement is not a mere formality, and it will not be waived by the Board of Supervisors. The classification of Contractor's license required in the performance of this contract is **C-10**.

16. SITE CONDITIONS AND CONDITIONS OF WORK

- A. Each bidder must acquaint himself thoroughly as to the character and nature of the work to be done. Each bidder must inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing and placing materials and equipment, and other conditions relating to construction and labor.
- B. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill in every detail all the requirements of the Contract and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
- C. Insofar as possible, the successful bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the work of the County, its consultants or any separate contractor.

17. DETAILED BID BREAKDOWN

If the County directs, the bidder shall provide a detailed written breakdown of his bid, acceptable to the County. In addition to verifying accounting requirements, the breakdown may be used by the County to determine whether the bidder has grossly misjudged the requirements of any area. Failure to provide the requested detailed breakdown may result in rejection of the bid proposal.

18. AWARD OF CONTRACT

The contract will be awarded to the lowest responsive and responsible bidder, and whose bid is considered to be in the best interest of the County.

- A. The Lowest Bidder is determined by the base amount of the Bid.
- B. A Responsive Bidder shall mean a bidder who has submitted a bid which conforms, in all material respects, to the bidding documents.
- C. A Responsible Bidder shall mean a bidder who has the capability, in all respects, to perform fully the contract requirements and, the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - (1) The ability, capacity and skill of the bidder to perform the contract or provide the

service required.

- (2) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts or services.

To determine which bidder is the lowest responsive and responsible bidder, the County may require additional information from the bidder identified after the bid opening to be the lowest bidder. Some, or all of the items, listed below, may be required by the County to be submitted by the bidder for review and approval by the County prior to award of the construction contract.

- (a) The administrative and consultant cost overruns incurred by the County on previous contracts with bidder.
 - (b) The bidder's compliance record with contract general conditions on other projects.
 - (c) Reports by project owners that the bidder exercised excessive and/or unsubstantiated extra cost proposals and claims on the other projects.
 - (d) The bidder's record as reported by project owners for completion of the work within the Contract Time and/or within Contract Milestones and the bidder's compliance with scheduling and coordination requirements on other projects.
 - (e) The bidder's demonstrated cooperation with the County, the Architect and other contractors on previous contracts.
 - (f) Whether the work performed and materials furnished on previous contracts were in accordance with the Contract.
- (5) The compliance by the bidder with laws and ordinances relating to previous and existing contracts or services.
 - (6) The sufficiency of the bidder's financial resources and the ability of the bidder to perform the contract or provide the service.
 - (7) The quality, availability and adaptability of the goods or services proposed by the bidder for the particular use required.
 - (8) The ability of the bidder to provide future maintenance and service for the warranty period of the contract and the bidder's record of providing warranty service on previous projects.
 - (9) Whether the bidder is in arrears to an owner on debt or contract or is a defaulter on surety to an owner.
 - (10) Such other information as may be secured by the County or the Architect having a bearing on the decision to award the contract, to include, but not limited to:
 - (a) The ability, experience and commitment of the bidder to properly and reasonably plan, schedule, coordinate and execute the work. For purposes of

verifying the foregoing, bidder must (within 5 days of bid opening) provide a minimum of three references from project owners for whom bidder has successfully completed projects of similar size, scope and complexity.

- (b) Whether the bidder has ever been debarred from bidding or found ineligible for bidding on any other projects.
- D. The purpose of the above is to enable the County, in its opinion, to determine if the bidder is responsible. The ability of the low bidder to provide the required bonds will not of itself demonstrate responsibility of the bidder.
- E. The County reserves the right to require from the bidder financial statements indicating current financial status, prepared in accordance with generally accepted accounting principles, by a CPA licensed to do business in the State of California.
- F. The County reserves the right to defer award of this contract for a **period of sixty (60) days** after the bid opening. During this period of time, the bidder shall guarantee the prices quoted in his bid.

19. BIDDER'S QUESTIONS, ADDENDA, AND INTERPRETATIONS

- A. Bidders and sub-bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding and Contract documents, or other Contract documents, or of the site and local conditions. No interpretation of the meaning of the drawings, specifications or other Contract documents will be made verbally to any bidder.
- B. Every request for such interpretation should be in writing addressed to the County, and to be given consideration, must be received at least ten (10) days prior to the date fixed for the opening of the bids.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the bidding documents which, if issued, shall be mailed and faxed to all prospective bidders (at the respective addresses furnished for such purposes) not later than two (2) calendar days prior to the date fixed for the opening of bids. Neither the Architect nor the County will be responsible for any other explanations or interpretations of the proposed documents. All Addenda so issued shall become part of the Contract. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted.
- D. If the bidder or any sub-bidder (any person bidding to the bidder and/or subsequently in contract with the bidder), relating to the subject project knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the bidding or contract documents, said bidder (or sub-bidder) has an obligation to seek a clarification in writing thereof from the County prior to bid. The County will welcome such clarification requests, and, if deemed necessary by the County and/or the architect, the County will issue a written addendum clarifying the matter in question.
- E. Each bidder shall ascertain prior to submitting his bid that he has received all addenda issued, and he shall acknowledge receipt and inclusion in his proposal of all Addenda.

20. TIME FOR COMPLETION & LIQUIDATED DAMAGES FOR NON-COMPLETION

The time for completion of this Contract and liquidated damages for non-completion within the stipulated time shall be fixed in the County-Contractor Agreement.

21. LOCATION OF WORK

The site of the proposed work is County-owned property.

22. MANDATORY PRE-BID JOBWALK & MEETING

The County will conduct a **MANDATORY** pre-bid job walk at the following place and time:

A MANDATORY one-time pre-bid JOB WALK and meeting will be conducted on, January 3, 2013 at 9:00a.m., SHARP. No one will be admitted after 9:10a.m. Meet at 1400 S. Grand Ave, Santa Ana, CA. Job walk for second job site will be conducted right after at 1501 St. Andrews, Santa Ana, CA. The job walk/meeting will allow bidders to acquaint themselves with the project site and conditions under which the work will be conducted. An attendance sign-in sheet will be available and all potential bidders *must* sign-in to verify their attendance. **Subcontractors, materials suppliers, and vendors are encouraged to attend.**

PROPOSAL

TO: OC PUBLIC WORKS/ OC FACILITIES OPERATIONS/ PROJECT MANAGEMENT, COUNTY OF ORANGE:

BIDDER (Firm Name): _____

LOCATION (City): _____

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

Project: **OC Data Center-Upgrade OCDC Physical Security Card Access**

Project No.: **28-017-289-P638-4200**

Task I: 1400 S. Grand Ave., Santa Ana, CA 92705

Location: **Task II: 1501 St. Andrews Pl., Santa Ana, CA 92705**

in accordance with the plans and specifications on file at the office of the OC Public Works/OC Facilities Operations/Project Management for the sum of:

Base Bid _____
_____ Dollars (\$ _____).

Note: This project will be awarded on the basis of the lowest total Base Bid for the combination of Task I and Task II.

TASK I:

BID _____ Dollars (\$ _____)

TASK II:

BID _____ Dollars (\$ _____)

As required by Public Contract Code Section 4100 et. seq., the bidder shall hereinafter state the name and location of the place of business of each subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent of the prime contractor's total bid (or, in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent of the prime contractor's bid or Ten Thousand Dollars (\$10,000), whichever is greater)

If the Bidder fails to specify a subcontractor for any portion of the work or specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's total bid, the bidder agrees that it is qualified to perform that portion itself and will perform that portion itself.

Division of Work or Trade	Name of Firm or Contractor	Location (City)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: If alternative bids are called for and bidder intends to use different or additional subcontractors on the alternative or alternatives, the bidder shall set forth the information required by Public Contract Code Sections 4100 through 4114.

The County reserves the right to request that subcontractors whose past performance on a County project has been found to be substantially unsatisfactory, or who substantially delayed or disrupted the progress of the work be removed from the subcontractor list.

The undersigned hereby certifies that the bidder has an appropriate license issued by the State of California, to provide this work; that such license will be in full force and effect throughout the duration of construction; and that any and all subcontractors to be employed on this project will also be appropriately licensed to perform the work they are to perform on.

The above bid proposal includes Addenda Nos.: _____
The above bid proposal includes Bulletin Nos.: _____

Firm Name: _____

Signature: _____ Date: _____

Enclosed herewith: Cash, Bidder's certified or cashier's check or bond (5% of bid amount)

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____
(Title) (Firm)
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 the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, 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

(Date) (City) (State) (Zip Code)

(Signature)

Print Name/Title

State License No./Expiration Date

() ()
Telephone Fax



County of Orange
OC Public Works
OC Facilities Operations/Project Management

COUNTY/CONTRACTOR AGREEMENT

PROJECT: OC Data Center-Upgrade ODCD Physical Security Card Access

PROJECT NO. : 289-017-289-P638-4200

LOCATION: Task I: 1400 S. Grand Ave., Santa Ana, CA 92705
Task II: 1501 E. St. Andrews Pl., Santa Ana, CA 92705

THIS AGREEMENT, made and entered into on _____, is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and _____, hereinafter referred to as "CONTRACTOR."

That COUNTY and CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. CONTRACT DOCUMENTS: The complete Contract includes all of the Contract documents as follows:

- Notice Inviting Bids
- Instructions to Bidders
- Proposal
- Performance Bond
- Payment Bond
- Certificates of Insurance
- General Conditions
- Supplementary General Conditions
- Drawings
- Specifications
- this Agreement, and all modifications and amendments thereto.

The complete Contract documents comprise the sole agreement between the parties as to the subject matter therein. Any representations or agreements not specifically contained therein are null and void. Any amendments to any contract documents must be made in writing, signed by both parties. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. SCOPE OF WORK: CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, supervision, funding, administration, planning, scheduling, materials testing, inspecting, tools, services, equipment and all utility and transportation services in adequate quantity and quality to accomplish completion of the work as specified and all work inferred as necessary within the time period set forth. The work shall conform to the Contract Documents and all codes, regulations, laws, etc. referenced in the Contract Documents or by industry standard.

3. COUNTY ACCEPTANCE: All labor, materials, tools, equipment, and services shall be furnished and work performed and completed under the general direction and subject to the acceptance of COUNTY or its authorized representatives.

4. CONTRACT AMOUNT AND SCHEDULE: COUNTY agrees to pay and CONTRACTOR agrees to accept in full payment for the work above agreed to be done, the sum of _____ **Dollars** (**\$ _____**), the total amount of the base bid, which sum is to be paid according to the payments clause and subject to additions, and deductions, if any, as hereinafter provided.

CONTRACTOR agrees to complete the work within **120** calendar days plus **30** calendar days commencing from the date of award of Contract by COUNTY. The **30** days include **10** days for CONTRACTOR to submit his bonds and insurance, and **20** days for COUNTY to approve. Construction shall not commence until such bonds and insurance are approved in writing by COUNTY. CONTRACTOR will receive a signed Agreement after approval of the bonds and insurance. CONTRACTOR agrees to the deduction of one calendar day from the calendar days stipulated for completion of the work for every day of delay in SUBMITTING OF ACCEPTABLE BONDS AND INSURANCE beyond the **10** days limitation set forth above.

5. PAYMENTS: During the fourth week of the calendar month following the commencement of the work and each successive month thereafter, CONTRACTOR shall prepare an accurate progress payment request on a form prescribed by COUNTY's OC Public Works. The progress payment request shall be in conformance with Clause 13 Payments of the General Conditions. Approximately thirty (30) days after COUNTY's OC Public Works written approval of the payment request, the CONTRACTOR shall be paid such sum as will bring the payments each month up to ninety-five percent (95%) of the value of the work completed less any money properly withheld in accordance with this CONTRACT, since the commencement of the work, less all previous payments, provided that the CONTRACTOR submits his request for payment prior to the last day of each preceding month. The County's Representative will review the payment request as soon as practicable to determine if it is proper. A payment request determined not to be a proper payment request suitable for payment will be returned to the CONTRACTOR within seven (7) days with a statement setting forth the reasons why the payment request is not proper. The final payment, if unencumbered, or any part thereof unencumbered, shall be made no later than sixty (60) days after completion of the work including the CONTRACTOR's submission and the COUNTY's acceptance of all required completion documents. Payments shall be made on the progress payment request signed by the COUNTY's OC Public Works, stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract, and that the amount stated in the payment request is due under the terms of the Contract. CONTRACTOR is entitled to interest pursuant to Public Contract Code Section 20104.50, if COUNTY fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request. Failure to make the final payment in accordance with the requirements of Public Contract Code Section 7107, shall entitle CONTRACTOR to additional payments as specified in Public Contract Code Section 7107(f). Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

6. LIQUIDATED DAMAGES; EXTENSION OF TIME: In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to COUNTY the sum of **Five Hundred Dollars (\$500)**, per day for each calendar day work is delayed beyond the time allowed, and such sum shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of and without the fault or negligence of the CONTRACTOR including delays caused by COUNTY.

7. WAIVER OF CLAIMS: Unless a shorter time is specified elsewhere in this Contract, on or before making his final request for payment under Paragraph 5 above, CONTRACTOR shall submit to COUNTY, in writing, all claims for compensation under or arising out of this Contract; the acceptance by CONTRACTOR of the final payment shall constitute a waiver of all claims against COUNTY under or arising out of this Contract except those previously made in writing and identified by CONTRACTOR as unsettled at the time of his final request for payment

8. WARRANTY WORK: Failure by the CONTRACTOR to take corrective action within twenty four (24) hours after personal or telephonic notice by the COUNTY's OC Public Works on items affecting essential use of the facility, safety or the preservation of property, and within ten (10) calendar days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR or, if necessary, the CONTRACTOR's Performance Bond.

9. WAGE RATES: CONTRACTOR shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of COUNTY's OC Public Works/OC Facilities/Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The CONTRACTOR shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

10. GOVERNING LAW AND VENUE: This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

The parties specifically agree that by soliciting and entering into and performing services under this agreement, the CONTRACTOR shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all work under this agreement is completed, and continuing until the expiration of any applicable limitations period.

Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering this agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

11. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS: CONTRACTOR agrees to complete and furnish to the COUNTY attached hereto and incorporated herein by reference, within thirty (30) days of the date of this contract:

CONTRACTOR acknowledges that the data contained in will be transmitted by COUNTY to the Orange County Department of Child Support Services and other governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

12. APPRENTICESHIP REQUIREMENTS: The CONTRACTOR shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

13. STATE AUDIT AND ACCOUNTING RECORDS: Pursuant to and in accordance with Section 8546.7 of the California Government Code, if this Agreement involves expenditures of public funds aggregating in excess of Ten Thousand Dollars (\$10,000), the CONTRACTOR shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment under the Agreement.

CONTRACTOR shall maintain records for all costs connected with the performance of the Contract including but not limited to the costs of administering the contract, materials, labors, equipment, rentals, permits, insurance, bonds, etc. for audit or inspection by County, State, or by any other appropriate governmental agency during the three year period.

14. EMPLOYEE ELIGIBILITY VERIFICATION: The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- * Note: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:
- 1) The document **must be signed by two people**. One of them must be the chairman of the board, the president or any vice-president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
 - 2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

County of Orange Child Support Enforcement

Contract Certification

INSTRUCTIONS:

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**
RETURN COMPLETED FORM TO: OC PUBLIC WORKS/ PROJECT MANAGEMENT, 1143 E. FRUIT ST., SANTA ANA, CA 92701.

PART I

A. In case of an individual contractor, provide:

His/her name, date of birth, Social Security number, and residence address:

B. In the case of contractor doing business in a form other than as an individual, provide:

The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; OR

C. *If your firm is a non-profit entity please indicate: "N/A, Non-Profit Organization" **OR** If no single person owns an interest of 10 percent or more please state this fact below.

(Please note: Part II "Certification" must also be signed and returned)

- 1. **Name:** _____
- D.O.B. _____
- SSN No: _____
- Residence Address: _____

- 2. **Name:** _____
- D.O.B. _____
- SSN No: _____
- Residence Address: _____

PART II

CERTIFICATION (PART I MUST ALSO BE COMPLETED)

I certify that _____ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: _____ with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

This form should be sent to the Joint Apprenticeship Committee of the craft or trade in the area of the site of the public work. If you have any questions as to the address of the appropriate Joint Apprenticeship Committee, contact the nearest office of the Division of Apprenticeship Standards (DAS). Consult your telephone directory under California, State of, Industrial Relations, for the DAS office in your area.

**PUBLIC WORKS
CONTRACT AWARD INFORMATION**

NAME OF CONTRACTOR		CONTRACTOR'S STATE LICENSE NO.
CONTRACTOR'S MAILING ADDRESS – NUMBER & STREET, CITY, ZIP		AREA CODE & TELEPHONE NO.
NAME & LOCATION OF PUBLIC WORKS PROJECT		DATE OF CONTRACT AWARD
		DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME OF ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT		ESTIMATED NUMBER OF JOURNEYMEN HOURS
APPRENTICES		
OCCUPATION OF APPRENTICE	NUMBER TO BE EMPLOYED	APPROXIMATE DATES TO BE EMPLOYED

Check one of the boxes below

Please Note: Your election of options below is not to be deemed a request for the immediate dispatch of apprentices. Contractors must make a separate request for actual dispatch.

- Box 1 We will request dispatch of apprentice(s) for this job in accordance with Section 230.1(A), California Code of Relations. We voluntarily choose to comply with the applicable Joint Apprenticeship Committee Standards for the duration of this job only, with regard to training apprentices and to the payment of training contributions.
- Box 2 We will request dispatch of apprentice(s) for this job in accordance with Section 230.1(A), California Code of Regulations, but do not agree to be bound by the applicable Joint Apprenticeship Committee Standards in training the apprentices; instead, we agree to employ and train apprentice(s) in accordance with the California Apprenticeship Council regulations, including Section 230.1 of the California Code of Regulations, governing employment of apprentices on public work projects.
- Box 3 We are already approved to train apprentices by the applicable Joint Apprenticeship Committee and we will employ and train under the Standards. We will request dispatch of apprentices for this job in accordance with Section 230.1(A), California Code of Regulations.
- Box 4 We will not request the dispatch of apprentice(s) since apprentices are not required on this job under the provisions of California Labor Code Section 1777.5 because:

Signature: _____

Typed Name: _____

Title: _____ Date: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

SAMPLE CERTIFICATE

Insurance Agency

Name & Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

COMPANIES AFFORDING COVERAGE

COMPANY

A List NAIC # for each insurance carrier

COMPANY

B Carrier must have a minimum A.M. Best rating of A-VIII

COMPANY

C California Admitted status preferred

COMPANY

D

INSURED

Insured's name & address

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED TO PAY CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	<ul style="list-style-type: none"> List deductible/SIRs or state no deductible/SIR Products & Completed Operations Endorsement Separate endorsement (w/policy # on it) showing County of Orange as additional insured and coverage is primary and non-contributing Blanket endorsements are acceptable 			GENERAL AGGERGATE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONT PROT				EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
A	AUTOMOBILE LIABILITY	<ul style="list-style-type: none"> List deductible/SIRs or state no deductible 			COMBINED SINGLE LIMIT	\$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY	\$
	<input checked="" type="checkbox"/> ALL OWNED AUOTS				(Per person)	
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTO					
A	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGERGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
B	WORKMAN'S COMPENSATION AND EMPLOYER'S LIABILITY	<ul style="list-style-type: none"> Separate endorsements – Waiver of Subrogation (if employees are thru a leasing company, the leasing company – must provide coverage & endorsement) If no employees – must provide statement on company letterhead 			<input checked="" type="checkbox"/> STATUTORY LIMITS	\$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT	\$1,000,000
					DISEASE - POLICY LIMIT	\$1,000,000
					DISEASE - EACH EMPLOYEE	\$1,000,000
A	PROPERTY INSURANCE	<ul style="list-style-type: none"> The County has automatic Builder's Risk coverage for all projects under \$100,000,000. Projects must be reported prior to work commencing. 				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(List project name & number)

CERTIFICATE HOLDER

**COUNTY OF ORANGE
OC FACILITIES OPERATIONS/PROJECT MGMT.
1143 E. FRUIT STREET
SANTA ANA, CA 92701**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



County of Orange

OC Public Works

OC Facilities/ Project Management

FAITHFUL PERFORMANCE BOND

BOND NO. _____

(The premium charged on this bond is \$ _____, being at the rate of \$ _____ per thousand of the Contract price.)

THAT, WHEREAS, the COUNTY OF ORANGE, State of California, entered into a contract, hereinafter called "Contract," with

(Name and Address of Contractor)

hereinafter called "Principal," for the work described as follows:

OC Data Center-Upgrade ODCD Physical Security Card Access

289-017-289-P638-4200 ; and

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

NOW, THEREFORE, WE, the Principal, and

(Name and Address of Surety (ies))

duly authorized to transact business under the laws of the State of California, as Surety (ies), hereinafter called "Surety (ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

BOND NO. _____

THE CONDITION OF THIS OBLIGATION is such that, if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to, and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and in any alteration thereof made as therein provided, on his or its part to be kept and performed, at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify, defend with counsel approved in writing by COUNTY, and save harmless the COUNTY OF ORANGE, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue. And the said Surety (ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

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

APPROVED AS TO SURETY AND LIMITS

CONTRACTOR

By _____
CEO/Risk Management

By _____
Name & Title (see footnote)

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Name & Title (see footnote)

SURETY (ies)

By _____
Deputy

By _____

Dated _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

- 1) Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
- 2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

Signature of Surety (ies) representative must be notarized. Attach certificate of notarization to this document.

Name of Surety (ies) Company must be typed or stamped above signature line of surety (ies) representative.



County of Orange

OC Public Works

OC Facilities/ Project Management

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS COUNTY OF ORANGE has awarded to

(Contractor's Name and Address)

hereinafter called "Contractor," a contract for the work described as follows:

OC Data Center-Upgrade OCDC Physical Security Card Access

289-017-289-P638-4200

hereinafter called "Contract"; and

WHEREAS, said Contractor is required by the provisions of Sections 9550 et. seq. of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

(Name and Address of Surety (ies))

duly authorized to transact business under the laws of the State of California, as Surety (ies), hereinafter called "Surety (ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of _____ Dollars(\$ _____), lawful money of the United States, said sum being not less than the estimated amount payable by the said COUNTY OF ORANGE under the terms of the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

BOND NO. _____

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of California Civil Code Sections 9550 et. seq., and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety (ies) shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety (ies) will pay a reasonable attorneys' fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code. And the said Surety (ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

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

APPROVED AS TO SURETY AND LIMITS

CONTRACTOR

By _____
CEO/Risk Management

By _____
Name & Title (see footnote)

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Name & Title (see footnote)

SURETY (ies)

By _____
Deputy

By _____

Dated _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

- 1) **Two people must sign** the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
- 2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

**Signature of Surety (ies) representative must be notarized. Attach certificate of notarization to this document.
Name of Surety (ies) Company must be typed or stamped above signature line of surety (ies) representative.**

CONTENTS OF GENERAL CONDITIONS

CLAUSE	PAGE
1. DEFINITIONS	2
2. COUNTY’S REPRESENTATIVES	2
3. ARCHITECT-ENGINEER STATUS	4
4. CONTRACTOR	4
5. SUBCONTRACTS	5
6. DRAWINGS AND SPECIFICATIONS	5
7. DIVISION OF THE SPECIFICATIONS	6
8. SITE CONDITIONS	7
9. CONDITIONS AFFECTING THE WORK	8
10. COUNTY’S PROPERTY ON SITE	8
11. PROTECTION	9
12. RESPONSIBILITY FOR DAMAGES OR INJURY	9
13. PAYMENTS	10
14. ASSIGNMENT	10
15. OTHER CONTRACTS	11
16. BONDS	11
17. INDEMNIFICATION AND INSURANCE	11
18. CHANGES	14
19. ORAL MODIFICATION	15
20. MATERIAL, WORKMANSHIP AND ACCEPTANCE	16
21. TERMINATION FOR CAUSE & DAMAGES FOR DELAY	16
22. TERMINATION FOR CONVENIENCE OF THE COUNTY	17
23. BENEFICIAL OCCUPANCY	17
24. PATENT INFRINGEMENT	18
25. NO WAIVER BY COUNTY	18
26. DISPUTES	18
27. WAGE RATE PENALTY	19
28. PAYROLL RECORDS	19
29. WORK HOUR PENALTY	21
30. APPRENTICES	21
31. NON-DISCRIMINATION	21
32. ASSIGNMENT OF ANTITRUST ACTIONS	21
33. SUBSTITUTED SECURITY	22
34. COST REDUCTION INCENTIVE	22
35. WRITTEN NOTICE	24

GENERAL CONDITIONS

1. DEFINITIONS

As used herein the following terms have the meaning indicated:

- A. Board of Supervisors: The governing body of the County of Orange.
- B. Director: The Director of OC Public Works, County of Orange, or a designated representative for the project.
- C. County: The County of Orange as a legal entity, a political subdivision of the State of California.
- D. A-E: The Architect or Engineer or his authorized representative retained by the County to design the project.
- E. The Contract Documents: The Contract Documents consist of Notice Inviting Bids, Instruction to Bidders, Proposal, County/Contractor Agreement, Performance Bond, Payment Bond, Certificates of Insurance, General Conditions, Supplementary General Conditions, Drawings, Specifications, and all modifications and amendments thereto.
- F. OC Data Center: The County of Orange User Agency/Department for this project.
- G. Project: The work to be performed by Contractor on behalf of County pursuant to this Agreement and more fully described in Section 01002 of the Specifications attached hereto and incorporated herein by reference.
- H. OC Public Works: OC Public Works, County of Orange
- I. County's Project Manager: County's Project Manager is responsible for planning and monitoring the project requirements, budget, design, construction, and closeout. They shall coordinate all activities with project stakeholders including: contractor(s), vendors, County Departments, and regulatory agencies. They also serve as primary contact for all stakeholders involved in the project.

2. COUNTY'S REPRESENTATIVES

- A. The work will be under the general direction of the Board of Supervisors. The OC Public Works is the authorized representative of the Board of Supervisors and, under the Board of Supervisors, has complete charge of the work, and shall exercise full control of the work, so far as it affects the interest of the County.
- B. The provisions in this Clause or elsewhere in this Contract regarding approval or direction by the County, Board of Supervisors, or OC Public Works, or action taken pursuant thereto are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.
- C. County's Project Manager is the County's exclusive contact agent to the Contractor with respect to this Project during construction and until the completion of the project.

- The County's communications with the Contractor and Architect shall be exclusively through the County's Project Manager.
- D. County Project Manager shall at all times have access to the work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.
 - E. The County and Architect shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.
 - F. The County and Architect will not be responsible for the failure of the Contractor to plan, schedule, and execute the work in accordance with the approved schedule or the failure of the Contractor to meet the Contract completion dates or the failure of the Contractor to schedule and coordinate the work of his own trades and subcontractors or to coordinate with others separate Contractors.
 - G. The County will not be responsible for the acts or omissions of the Contractor, or any subcontractor, or any Contractor's or subcontractor's agents or employees, or any other persons performing any of the work.
 - H. County Project Manager has the authority to disapprove or reject work on behalf of the County when, in the County Project Manager's opinion, the work does not conform to the Contract Documents.

Whenever, in County Project Manager's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, County Project Manager has the authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work shall then be fabricated, installed or completed.

- I. County Project Manager has the authority to require special inspection or testing of the work. However, neither County Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the County to the Contractor, or any subcontractor, or any of their agents, or employees, or any other person performing any portion of the work.
- J. County Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his subcontractors and the Architect and his consultants, to discuss such matters as procedures, progress, problems, and scheduling.
- K. County Project Manager will establish procedures to be followed for processing all submittals, Change Orders, Progress payments, other project reports, documentation and test reports.
- L. County Project Manager and Architect will review all requests for changes and shall implement the processing of Change Orders including application for extensions of time.
- M. County Project Manager and Architect will review and process all Progress Payment Requests by the Contractor, including Final Progress Payment Requests.

3. A-E STATUS

Unless otherwise expressly stated in the Agreement between the Contractor and the County, the A-E is responsible to the County for the preparation of adequate drawings, specifications, cost estimates, and reports within the scope of his contract. His services normally include checking of shop drawings and material lists; recommendations to the County regarding proposed substitutions; furnishing consultation and advice to the County to clarify the intent of the drawings and specifications and on questions that may arise during construction. He shall have access to observe the work at all times wherever it is in preparation or progress. He does not have the authority to act for the County or to stop the work. Should he observe work which, in his judgment, should be stopped to prevent damage, injury, loss, or error, he should notify the Contractor and the County Project Manager without delay.

4. CONTRACTOR

- A. Composition: If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- B. Review Documents: The Contractor shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to the County Project Manager any error, inconsistency, or omission which he may discover but he shall not be liable to the County for any damage resulting from any errors or deficiencies in the contract documents or other instructions by the County if the provisions hereinafter set forth are carried out by him. Except as otherwise specifically provided hereinafter under warranties, the Contractor shall not be an agent for the County.
- C. Superintendence: The Contractor shall maintain on site, at all times during the construction activities, a competent Superintendent. In addition to a General Superintendent and other administrative and supervisory personnel required for the performance of the work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing of all the work required for the total project, all satisfactory to County Project Manager. The superintendent shall not be changed except with consent of County Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he shall be replaced within 24 hours by a superintendent acceptable to County Project Manager. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.
- D. Licenses and Certificates: Contractor shall, at all times during the term of this agreement, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this agreement. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.
- E. Superintendence and Project Manager: The Contractor shall provide County Project Manager with complete work history profiles of management staff associated with this Project for County Project Manager review.

- F. **Contractor's Completion Schedule:** The Contractor, after being awarded the Contract, shall prepare and submit, for County Project Manager approval, a Construction Schedule for the work which shall provide for expeditious and practicable execution of the work for completion within the Contract Time. This schedule shall be coordinated with the entire Project Construction Schedule to the extent required by the Contract Documents (see Specification Section 01300).
- G. **Employee Eligibility Verification:** The Contractor shall warrant that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

5. SUBCONTRACTS

- A. **Licensed Subcontractors:** Each subcontractor selected for the work shall be licensed in the State of California in his particular field.
- B. **Transactions:** Transactions with subcontractors shall be made through the Contractor except when in emergency situations the General Contractor is not readily available, in which case detailed instructions will be transmitted to subcontractors directly.
- C. **Responsibility:** Contractor shall be fully responsible to the County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as he is for the acts and omissions of himself and of persons-directly or indirectly employed by him and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's work to the extent of such subcontractor's interest therein.
- D. **Contractual Relations:** Nothing contained in this Contract shall create any contractual relations between County and a subcontractor.

6. DRAWINGS AND SPECIFICATIONS

- A. **Checking:** The Contractor shall check all drawings and specifications furnished him immediately upon their receipt and shall promptly notify County Project Manager of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. Door, finish hardware; etc., schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings.

Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

- B. Omissions and Misdescriptions: Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall be called to the attention of County Project Manager as soon as possible. County Project Manager shall promptly notify the Contractor of the correction or addition to be made. In the event the omission or misdirection is substantial and the custom of the trade or industry does not require the Contractor to perform the work without additional charge, County Project Manager shall issue an additive or deductive change order therefore and the Contractor shall be compensated in the manner herein provided for change orders. Any adjustment by the Contractor without written determination shall be at Contractor's own risk and expense.
- C. Conflicting Information: In case of conflict between sections of the specifications and/or the drawings, the Contractor shall bid the most expensive alternate.
- D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all contract drawings, details, supplementary drawings and approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of project correspondence.
- In accordance with Section 01700, Contract Closeout, Clause 2, the Contractor shall maintain on the site a complete "as-built" record set of prints.
- In addition, the Contractor shall keep on the site as required a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to County Project Manager.
- E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from County Project Manager.
- F. Contractor shall carefully review all Requests for Information (RFI's) prior to submission to Architect. RFI's shall be clearly legible, shall be specific, and shall include supporting sketches or information necessary to properly convey requested information. Contractor shall submit recommended solution(s) for Architect's review and consideration.

7. DIVISION OF THE SPECIFICATIONS

- A. For convenience, these specifications are arranged in several divisions and sections, but such separations shall not be considered as the limits of the work required for any subcontract or trade; the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the County will not be responsible for any division of work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of work regardless of the location of provisions in the specifications.
- B. Schedules of work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or work necessary to

complete the work of any section.

- C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the work.
- D. Each section of the specifications is covered by applicable requirements of the Contract Documents and other related sections as if therein written.

8. SITE CONDITIONS

- A. Existing Site Conditions: Information with respect to the site of the work given in drawings or specifications has been obtained by County's representatives and is believed to be reasonably correct, but the County does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.
- B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the County Project Manager in writing of:
 - (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
 - (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
 - (3) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.
 - (4) County Project Manager will promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required or performance of this contract, an equitable adjustment in accordance with Clause 18 shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required.

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

- C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage not due to failure of Contractor to exercise reasonable care, and removing, relocating existing or protecting existing main or trunkline utility facilities located on the contract construction site and not identified in the plans or specifications with reasonable accuracy. Such

compensation shall also cover the cost of Contractor's equipment necessarily idled during such work. This provision shall not be deemed to require compensation when the presence of existing service laterals or appurtenances can be inferred from the presence of visible facilities such as buildings, meter and junction boxes on or adjacent to the construction site. If the Contractor discovers such unidentified utility facilities during construction, he shall immediately notify County Project Manager and the utility in writing.

- D. Space at Site: The Contractor shall be allowed reasonable space at the site of the work as available and access thereto and shall confine his operations to the space assigned. The work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The Contractor shall cooperate with other Contractors of the County and shall not commit or permit any act which will interfere with the performance of work by any other Contractor or employees of the County whether at the site or not.
- E. Facility Security: Contractor shall keep all doors locked while working in any buildings on the site. Keys shall not be left in the doors. Contractor shall not admit any person into the building that is not a direct employee of the Contractor and not actively engaged in performance of the work. Contractor shall restrict access to the areas of the facility not specifically included in this contract for construction services. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.
- F. Security System: The site and the work area may be protected by limited access security systems. An initial access code number will be issued to the contractor by the County. Thereafter, all costs for changing the access code due to changes in personnel or required substitution of contracts shall be paid by the Contractor and may be deducted from payments due or to become due to the contractor. Furthermore, any alarms originating from the contractor's operations shall also be paid by the Contractor and may be deducted from payments due or to become due to the Contractor.
- G. Employee Acceptability: Prior to commencing any construction at the site, Contractor shall obtain security clearances (General Requirement Section 01010) of all persons and/or entities it intends to employ for this project. During the life of the project, Contractor shall remove and replace any employee working on this project when requested to do so by the County.

9. CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

10. COUNTY'S PROPERTY ON SITE

All fixtures, crops, trees, and all other personal property of the County located at the job site which are removed in the course of construction of the project remain the property of the

County unless express provision to the contrary is made in the Contract between the parties, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by OC Public Works.

11. PROTECTION

- A. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.
- B. The Contractor shall maintain continuously adequate protection of all his work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or representatives of the County. He shall adequately protect adjacent property as provided by law and the contract documents, and shall maintain reasonable security of the site at all times. He shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to OC Public Works. Contractor's and subcontractors' employees shall possess means of identification at all times as required by OC Public Works while on the job site.
- C. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the A-E or County, is hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall so act if directed or instructed by OC Public Works. Any dispute as to compensation claimed by the Contractor on account of emergency work shall be determined by agreement as hereinafter set forth.
- D. OC Public Works may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from OC Public Works shall not relieve the Contractor of responsibility.
- E. If the Contractor fails or refuses to comply promptly, OC Public Works may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Clause.

12. RESPONSIBILITY FOR DAMAGES OR INJURY

- A. The County and all officers and employees thereof shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person either workers or

- the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workers, or anyone employed by him.
- B. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.
 - C. In accordance with Section 17 below, the Contractor shall indemnify, defend with counsel approved in writing by County and save harmless the County and all officers and employees thereof connected with the work, from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in guarding the work; use of improper materials in construction of the work; or by or on account of any act or omission by the Contractor or his agents during the progress of the work or at any time before its completion and final acceptance.
 - D. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

13. PAYMENTS

- A. The County shall make payments upon the contract price in accordance with Clause 5 of the AGREEMENT and as hereinafter provided.
- B. The County will make progress payments monthly as the work proceeds on estimates approved by County Project Manager. The Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, to provide a basis for determining progress payments. The County, at its discretion, may authorize payment up to 50% of the value thereof, as determined by it, of material delivered on the site and not yet incorporated into the construction. Material delivered to the Contractor at locations other than the site may be taken into consideration (1) if such consideration is specifically authorized by the Contract and (2) if the Contractor furnishes satisfactory evidence that he has acquired title to such material and it will be utilized on the work covered by this Contract, such payments shall be made on submission of itemized requests by the Contractor and shall be subject to reduction for overpayments or increase for underpayments on preceding payments to Contractor.

14. ASSIGNMENT

Neither the Contract nor any portion thereof may be assigned by the Contractor without the expressed permission of the County. Claims for monies due or to become due the Contractor from the County under this Contract may be assigned, with the written consent of the Director, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or his assignee, shall submit a written request to the County's Project Manager enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to the provisions of this paragraph shall be void.

15. OTHER CONTRACTS

The Board of Supervisors may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and County employees and carefully fit his own work to such additional work as may be directed by OC Public Works. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by County employees.

16. BONDS

- A. The Contractor shall furnish, at time of signing the Agreement, one surety bond which shall protect the laborers and material men and shall be for 100 percent of the amount of the Contract, in accordance with Section 9550 of the Civil Code, and one surety bond in the amount of 100 percent of the Contract, guaranteeing the faithful performance of the Contract; said bonds to be first approved by the office of the County Counsel and the County Executive Office of Orange County. Such bonds shall be in substantially the forms provided in these specifications and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California). (e.g., if the bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds.)
- B. The faithful performance bond shall be issued by a Surety company with a minimum insurance rating of A- (Secure Best's Rating) and VII (Financial Size Category) as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com. The Surety Company must also be authorized to write in California by the Department of the Treasury, and must be listed on the most current edition of the Department of Treasury's Listing of Approved Securities.

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by OC Public Works, the Contractor shall promptly furnish such additional security as may be required by OC Public Works or the Board of Supervisors from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

17. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION PROVISIONS

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, their elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Notwithstanding anything stated above, nothing

contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this contract.

INSURANCE PROVISIONS

Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the contractor and additional insureds. If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States** or **ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence

Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance maintained by the County of Orange shall be excess and non-contributing.

3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO from CG2010 (ed. 11/85).

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor in any way to reduce the policy coverage and limits available from the insurer.

18. CHANGES

- A. The Board of Supervisors may, at any time, by written order, and without notice to the sureties, make changes in the drawings or specifications of this Contract if within the general scope thereof. If such changes cause an increase or decrease in the Contractor's cost, or the time required for performance of the Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly by the County and Contractor.
- B. The cost or credit to the County resulting from a change in the work shall be calculated by using the unit prices in the Contract Documents, if there are any, otherwise it shall be determined in the following manner:
- (1) By mutual acceptance of a lump sum cost properly itemized and supported by sufficient substantiating data as the County Project Manager may require to permit evaluation.

For the purposes of this paragraph, "cost" shall be determined as follows-by the Contractor's cost proposal and the County's acceptance. Contractor's proposal must include the following breakdown and shall not exceed the total actual cost of the items listed below.

- (a) Cost of materials and supplies (list unit cost and quantity)
- (b) Cost of labor (show hourly rate x hours)
- (c) Sales tax on materials [percentage of (a)]
- (d) Payroll tax on labor [percentage of (b)]
- (e) Insurance [Provide complete documentation relating to increase in insurance due this change. In no case shall the percentage be greater than 2% of (a) through (d).]
- (f) Overhead and profit [maximum as defined in Subparagraphs G. and H. on (a) through (d)]
- C. OC Public Works is authorized by the Board of Supervisors to make, by written order, changes or additions to the work within the scope of this Contract. This authority to approve changes is limited to an amount not to exceed Five Thousand Dollars (\$5,000) for original contracts of up to Fifty Thousand Dollars (\$50,000), or ten percent (10%) of the amount of any original contract which exceeds Fifty Thousand Dollars (\$50,000 but

does not exceed Two Hundred Fifty Thousand Dollars (\$250,000) per each change. For original contracts exceeding Two Hundred Fifty Thousand Dollars (\$250,000), the amount shall not exceed Twenty Five Thousand Dollars (\$25,000), plus five percent (5%) of the amount of the original contract in excess of Two Hundred Fifty Thousand Dollars (\$250,000), up to a maximum of Two Hundred Ten Thousand Dollars (\$210,000) per each change.

All changes over the amounts specified above shall be subject to the approval of the Board of Supervisors.

- D. Any claim of the Contractor for adjustment under this Clause must be asserted in writing within 30 days from the date of receipt by the Contractor of the notification of change unless the Board of Supervisors or OC Public Works grants a further period of time before the date of final payment under the Contract. Nothing provided in this Clause should excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided in this Contract, no charge for any extra work or material will be allowed.
- E. Labor wage rates shall not exceed the Prevailing Wage Rates supported by payroll records. Equipment rental rates should be based on latest edition of equipment rental rates published by the State of California Department of Transportation; Division of Construction.
- F. For the purposes of Subparagraph B, overhead shall include the following: bond premiums, supervision, superintendence, scheduling, wages of timekeepers, watchmen and clerks, small tools, incidentals, field and home office expenses, preparation and estimating costs for change orders, and all other expenses not included in "cost",... such as "Learning Curves" and "Productivity Factors", etc.
- G. For the purposes of Subparagraph B, overhead and profit combined included in the total cost to the County of any change shall not exceed the rates set forth in the following schedule:
- (1) For work performed by the Contractor and his own forces, 15% of cost.
 - (2) For work performed by Subcontractor forces:
 - (a) 15% of the cost to the Subcontractor,
 - (b) 6% of the cost to the General Contractor.
- H. If the net value of a change results in a credit from the Contractor or Subcontractor, the credit given shall be the net cost without overhead or profit.
- If the net value of a change results in additional costs, overhead and profit will only be applied to the difference of the added change and credited amount.
- I. Nothing in this Article shall excuse the Contractor from proceeding with the Contract or changes.

19. ORAL MODIFICATION

No oral statement of any person whomsoever, shall in any manner or degree, modify or otherwise affect the terms of this Contract.

20. MATERIAL, WORKMANSHIP AND ACCEPTANCE

- A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract Documents to the same force and effect as if repeated therein.
- B. All work under this Contract shall be performed in a skillful and workmanlike manner. OC Public Works may, in writing, require the Contractor to remove from the work any employee County Project Manager deems incompetent, careless, or otherwise objectionable.
- C. The Contractor shall, without charge, replace any material or correct any workmanship found by OC Public Works not to conform to the contract requirements, unless in the public interest OC Public Works consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- D. If the Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with Clause 21 of these General Conditions.
- E. Unless otherwise provided in this Contract, acceptance by the County shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all work required by this Contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

21. TERMINATION FOR CAUSE & DAMAGES FOR DELAY

- A. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract or any extension thereof, or fails to complete said work within such time, the Board of Supervisors may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the County may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the County resulting from his refusal or failure to complete the work within the specified time.
- B. If the County prosecutes the work to final completion as a result of Contractor's failure to prosecute the work or to otherwise comply with its obligations under this Contract including, but not limited to situations in which the County so terminates the Contractor's right to proceed in accordance with this section, the resulting damage will consist of fixed and agreed liquidated damages provided for in this Contract, until such reasonable time as may be required for final completion of the work together with any increased

costs occasioned the County in completing the work.

- C. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:
- (1) The delay in the completion of the work arises from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, other than normal weather, or delays of subcontractors or suppliers arising from causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and
 - (2) The Contractor, within ten days from the beginning of any such delays (unless OC Public Works grants a further period of time before the date of final payment under the Contract), notifies OC Public Works in writing of the causes of delay.

OC Public Works shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the delay is justified. OC Public Works shall make written findings, and the findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Clause 26 of these General Conditions.

- D. The rights and remedies of the County provided in this Clause are in addition to any other rights and remedies provided by law or under this Contract.

22. TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provision of the Agreement, the County may, at any time, and without cause, terminate this Agreement in whole or in part, upon not less than seven (7) days' written notice to the CONTRACTOR. Such termination shall be effected by delivery to the CONTRACTOR of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated. The CONTRACTOR shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by the County. The County shall pay the CONTRACTOR for the Work completed prior to the effective date of the termination, and such payment shall be CONTRACTOR's sole remedy under this Agreement. Under no circumstances will the CONTRACTOR be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph. The CONTRACTOR shall insert in all subcontracts that the sub-consultant shall stop work on the date of and to the extent specified in a notice of termination, and shall require sub-consultant's to insert the same condition in any lower tier subcontracts.

23. BENEFICIAL OCCUPANCY

- A. The County may, at any time, and from time to time, during the performance of the work, enter the structure for the purpose of installing any necessary work by County labor or other contracts, and for any other purposes in connection with the installation of facilities. In doing so, the County shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the

County.

- B. If, prior to completion and final acceptance of all the work, the County takes possession of any structure (whether completed or otherwise) comprising a portion of the work with the intent of retaining possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the County is in possession of the same, the Contractor, notwithstanding his normal responsibilities, shall be relieved of liability for loss or damage to structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure.

24. PATENT INFRINGEMENT

- A. The Contractor shall report to OC Public Works, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of this Contract of which the Contractor has knowledge.
- B. In the event of any suit against the County, or any claim against the County made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of this Contract, or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall, at his own expense, furnish to the County, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify, defend with counsel approved in writing by County and hold harmless the County against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against County, its employees, or the Board of Supervisors.

25. NO WAIVER BY COUNTY

The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

26. DISPUTES

- A. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the work diligently to completion as directed by OC Public Works. If the dispute is not resolved, the Contractor agrees he will neither rescind this Contract nor stop the progress of the work. All construction claims of Three Hundred Seventy Five Thousand Dollars (\$375,000) or less between the Contractor and the County shall be resolved in accordance with the provisions of Division 2, Part 3, Chapter 1, Article 1.5 of the Public Contract Code of the State of California. Contractor's sole remedy for construction claims of more than Three Hundred Seventy Five Thousand Dollars (\$375,000) will be to submit such controversy to determination by a court of the State of California in Orange County, California, having competent jurisdiction of the dispute, after the project has been completed and not before.

- B. Notwithstanding the foregoing, with respect to any dispute involving a claim by the Contractor for additional compensation, Contractor shall submit such claim in writing to OC Public Works promptly as the alleged facts giving rise to, or the alleged bases for, the claim become known to the Contractor; any such claim not promptly so submitted to OC Public Works shall be deemed waived; and in no event shall a claim for additional compensation be asserted or be assertable after completion or cessation of the work.

27. WAGE RATE PENALTY

Pursuant to the provisions of Section 1775 of the Labor Code, the Contractor shall forfeit to the County, as a penalty, the sum of Fifty Dollars (\$50) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Contract.

28. PAYROLL RECORDS

Pursuant to the provisions of Section 1776 of the California Labor Code:

- A. Each contractor and subcontractor shall 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 public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- B. The payroll records enumerated under subdivision (A) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

- C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (A).
- D. A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested the records within 10 days after receipt of a written request.
- E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- F. The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (A), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- G. The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (A). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) 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. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- H. The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- I. The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

29. WORK HOUR PENALTY

Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

30. APPRENTICES

- A. The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Clause and with Labor Code Section 1777.5 for all apprenticeable occupations.
- B. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.
- C. Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.
- D. The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

31. NON-DISCRIMINATION

In the performance of the terms of this Contract, Contractor agrees that he will not engage in nor permit such subcontractors as he may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified handicapped individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

32. ASSIGNMENT OF ANTITRUST ACTIONS

In accordance with Public Contract Code, Section 7103.5, by entering into this contract or into a subcontract to supply goods, Services, or materials pursuant to this Contract, the Contractor, or subcontractor, offers and agrees to assign to the County all rights, title, and

interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Clause and the provisions of Public Contract Code, Section 7103.5.

33. SUBSTITUTED SECURITY

In accordance with Section 22300 of the Public Contract Code, the Director will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the County to ensure performance under this Contract, including, but not limited to, the amount withheld under Paragraphs 5 and 8 of the Agreement. Such substituted security must meet the requirements of said Section 22300, and shall be deposited with a California or federally chartered bank as escrow agent. The security shall be held by the escrow agent subject to a written escrow agreement between County, Contractor, and escrow agent, which Agreement shall be in a for substantially similar to that contained in Public Contract Code, Section 22300.

34. COST REDUCTION INCENTIVE

- A. Contractor may submit to OC Public Works written proposals for modifying the plans, specifications, or other requirements of this Contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including, but not limited to service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.
- B. Cost reduction proposals shall contain the following information:
- (1) A description of both the existing Contract requirements for performing the work and the proposed changes;
 - (2) An itemization of the Contract requirements that must be changed if the proposal is adopted;
 - (3) A detailed estimate of the cost of performing the work under the existing Contract and under the proposed change;
 - (4) A prediction of the effects the proposed change would, if adopted, have on other costs to the, County, such as County furnished property costs, costs of future construction, and costs of maintenance and operation; and
 - (5) A statement of the time by which a Change Order adopting the proposal must be issued in order to obtain the maximum cost reduction.
- C. The provisions of this Clause shall not be construed to require OC Public Works to consider any cost reduction proposal which may be submitted hereunder; the County will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this Clause; and the County will not be liable to the Contractor for any delays to the work attributable to any such proposal. If a cost reduction proposal is similar to a change in the plans or specifications which change is under consideration by OC Public Works or by the County for the project at the time said

proposal is submitted, or if such a proposal is based upon or similar to standard specifications, standard special provisions or standard plans adopted by OC Public Works or by the County after the advertisement for the Contract, OC Public Works will not accept such proposal and the County reserves the right to make such changes without compensation to the Contractor under the provisions of this Clause.

- D. The Contractor shall continue to perform the work in accordance with the requirements of the Contract until an executed Change Order incorporating the cost reduction proposal has been issued. If an executed Change Order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.
- E. OC Public Works shall be sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to OC Public Works to disregard the Contract bid prices if in the judgment of OC Public Works such prices do not represent a fair measure of the value of work to be performed or to be deleted. The decision of OC Public Works as to acceptance or rejection of such proposal, and as to the estimated net savings in construction costs, shall not be subject to the "Disputes" Clause of the General Conditions to this Contract, above.
- F. The County reserves the right to require the Contractor to pay the County's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the County to deduct amounts thereby payable to the County from any monies due to or that may become due to the Contractor under the Contract.
- G. If the Contractor's cost reduction proposal is accepted in whole or in part such acceptance will be by a Change Order, which shall specifically state that it is executed pursuant to this Clause. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect, and shall include any conditions on which County's approval is based if the approval of the County is conditional. The Change Order shall also set forth the estimated net savings in the cost of performing the work attributable to the cost reduction proposal effectuated by the Change Order, and shall further provide that the Contractor be paid 50 percent of said estimated net savings amount.
- H. Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time for completion of the Contract unless such extension is specifically provided for in the Change Order authorizing the use of the cost reduction proposal.
- I. The amount specified to be paid to the Contractor in the Change Order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and for the performance of the work thereunder pursuant to the said Change Order.
- J. The County expressly reserves the right to adopt a cost reduction proposal for general use on contracts let or administered by the County when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such

proposal will be eligible for compensation pursuant to this Clause, and, in that case, only as to those contracts awarded to him prior to submission of the accepted cost reduction proposal and as to which such cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Clause if the identical or similar previously submitted proposals were not adopted for general application to other contracts let or administered by the County. Subject to the provisions contained herein, the State or any other public entity shall have the right to use all or any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

35. WRITTEN NOTICE

Any written notice required to be given in any part of the Contract documents shall be performed by depositing the same in the U.S. Mails, postage prepaid, directed to the address of the Contractor as set forth in the contract documents, and to the County addressed as follows:

COUNTY:

County of Orange
OC Public Works
OC Facilities Operations
Attn: Ray O'Grady, Sr. Information Technologist
1143 East Fruit Street
Santa Ana, California 92701

CONTRACTOR:

To be determined

SUPPLEMENTAL GENERAL CONDITIONS

The following Supplemental Conditions modify, change, delete from, or add to the “General Conditions of the Construction Contract”. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental Conditions, the unaltered provisions of such Article, Paragraph or Subparagraph shall remain in effect. Where the terms hereof are inconsistent with the General Conditions, the terms hereof shall be controlling.

GENERAL CONDITIONS, Clause 1, DEFINITION:

Replace Paragraph D in this clause with the following:

- D. Where the term Architect or Engineer or Architect-Engineer (A-E) is used, the term County of Orange will replace it for this project.

**SECTION 01001
DRAWING SHEET INDEX**

Refer to Appendix

Task I: 1400 S. Grand Ave., Santa Ana, CA 92705

Task II: (1st Floor) 1501 St. Andrews Pl., Santa Ana, CA 92705

Task II: (2nd Floor) 1501 St. Andrews Pl., Santa Ana, CA 92705

*** * * * * END OF SECTION 01001 * * * * ***

**SECTION 01002
DESCRIPTION OF PROJECT**

1. **General.** The project is located at Task I: 1400 South Grand, Santa Ana, CA 92705 and Task II: 1501 St. Andrews, Santa Ana, CA 92705.
2. **Project Details.** The work includes, but is not limited to providing all labor, materials, tools and equipment necessary to convert an existing access control reader system to the County’s Lenel OnGuard access control system. The CONTRACTOR shall convert 124 existing access control readers, inputs and outputs to Lenel and install eight (8) request-to-exit motion sensors at the Orange County Data Center’s two (2) office locations in Santa Ana, CA, Task I: 1400 South Grand (112 readers) and Task II: 1501 St. Andrews (12 readers). The CONTRACTOR is also responsible for providing a badge printer, Lenel licenses for readers, Alarm Monitoring and ID Credential Center.

The COUNTY will provide system programming including Intelligent System Controllers, Reader Interface Modules, Input/output Modules, timezones, segmentation, cardholder profiles and access levels. The County has standardized on the Lenel OnGuard security platform for access control and currently owns/operates Lenel OnGuard 2012 Pro version 6.5.624.

3. **Project Deliverables.**

Task I: CONTRACTOR shall convert existing 112 readers and all access control peripheral devices in two (2) separate locations at 1400 Grand Ave. CONTRACTOR shall install additional power supplies and backup batteries to ensure manufacture power requirements are met.

In Location #1 and Location #2, the CONTRACTOR shall propose to the COUNTY a cabinet layout design for the access control equipment. The COUNTY must approve the design prior to work being performed.

A. Location #1 technical specifications – 59 Readers

1. Materials required for Location #1 includes, but is not limited to the materials listed in Table A.
2. CONTRACTOR shall install a request-to-exit device and wiring from Location #1 to three (3) doors in the facility. Door locations are labeled L1 on Map 1. An estimated list of materials includes, but is not limited to the materials listed in Table A.

Table A:

Manufacturer	Part Number	Description	QTY
Lenel	LNL-2220	Intelligent Dual Reader Controller	1
Lenel	LNL-1320	Dual Reader Interface Module	29
Lenel	LNL-1100	Input Interface Module	2
Lenel	LNL-1200	Output Interface Module	1
Altronix	AL1012ULXPD16	Panel Power w/enclosure, 12VDC, 2 PD-8	2
Altronix	AL1024ULACM	Lock Power w/enclosure, 24VDC, 10Amp	2
Altronix	ACM8	Fused lock relay board - 8 Outputs	4
Elk or Equivalent	ELK-1280	Backup batteries, 12VDC, 8Ah	6
GE or Equivalent	1045T-N	Surface mount contacts for cabinet	2
GE or Equivalent	3012-N	Enclosure tamper switches	4

Kantech	T.REX-LT	Request to exit motion detector	3
Wire	22/4g plenum	Request to exit wire	

B. Location #2 technical specifications – 53 Readers

1. Materials required for location #2 includes, but is not limited to the materials listed in Table B.
2. CONTRACTOR shall install request-to-exit devices and wiring from location #1 to five (5) doors in the facility. Door locations are labeled L2 on Map 1. An estimated list of materials includes, but is not limited to the materials listed in Table B.

Table B:

Manufacturer	Part Number	Description	QTY
Lenel	LNL-2220	Intelligent Dual Reader Controller	1
Lenel	LNL-1320	Dual Reader Interface Module	26
Lenel	LNL-1100	Input Interface Module	2
Lenel	LNL-1200	Output Interface Module	1
Altronix	AL1012ULXPD16	Panel Power w/enclosure, 12VDC, 2 PD-8	2
Altronix	AL1024ULACM	Lock Power w/enclosure, 24VDC, 10Amp	2
Altronix	ACM8	Fused lock relay board - 8 Outputs	4
Elk or Equivalent	ELK-1280	Backup batteries, 12VDC, 8Ah	6
GE or Equivalent	1045T-N	Surface mount contacts for cabinet	2
GE or Equivalent	3012-N	Enclosure tamper switches	4
Kantech	T.REX-LT	Request to exit motion detector	5
Wire	22/4g plenum	Request to exit wire	

Task II: CONTRACTOR shall convert existing 12 readers and all access control peripheral devices in Location #3 at 1501 St. Andrews. CONTRACTOR shall install additional power supplies and backup batteries to ensure manufacture power requirements are met.

In Location #3, the CONTRACTOR shall propose to the COUNTY enclosure layout design for the access control equipment. The COUNTY must approve the design prior to work being performed.

A. Location 3 technical specifications – 12 Readers

1. Materials required for location #3 includes, but is not limited to the materials listed in Table C.

Table C:

Manufacturer	Part Number	Description	QTY
Lenel	LNL-2220	Intelligent Dual Reader Controller	1
Lenel	LNL-1320	Dual Reader Interface Module	5
Altronix	AL600ULPD8	Panel Power w/enclosure, 12VDC, 1 PD-8	1
Altronix	AL600ULACM	Lock Power w/enclosure, 24VDC, 6Amp	2
Elk or Equivalent	ELK-1280	Backup batteries, 12VDC, 8Ah	5
GE or Equivalent	3012-N	Enclosure tamper switches	6

4. Specific Performance

1. The CONTRACTOR shall follow all manufacture installation specifications including, but not limited to, power supplies, Lenel Intelligent Dual Reader Controller, Lenel Reader Interface Modules, and Lenel Input and Output modules.

2. The CONTRACTOR shall provide a project manager to manage the entire access control project including, but not limited to, access control hardware, hardware/software programming, wiring, electrified door hardware, electrical, testing and documentation.
3. The CONTRACTOR shall have advanced Lenel software engineering resources that can support the COUNTY all Lenel OnGuard applications. CONTRACTOR engineering resources shall have experience with Microsoft SQL 2008 database administration.
4. The CONTRACTOR shall perform final testing of the Lenel access control system for failures or malfunctions. Testing shall include, but is not limited to circuitry, controls, switches, readers, locks, inputs/outputs, event alarms at each door including alarm active, request-to-exit, door held, door forced, access granted, and access denied.
5. In accordance with County naming conventions, the CONTRACTOR shall label all equipment, including, but not limited to reader panels, power supplies, wiring, readers, and lock power.
6. Contractor shall wire Lenel power fault (FLT) with Altronix AC power and battery status monitoring in accordance with the COUNTY'S Lenel wiring standards.
7. CONTRACTOR shall maintain organized and documented cable management within panel enclosures and closets.
8. CONTRACTOR shall use premium quality connectors such as dolphin style clips and/or terminal strips for wire splicing and/or wire interconnects points.
9. CONTRACTOR shall install enclosure and cabinet tampers. Tampers shall be wired according to the County's wiring standards.
10. The CONTRACTOR shall provide 1 year warranty on all Lenel materials and labor.

5. Specific Engineering and Drawings

1. Device Submittals
 - a. Manufacturer product specification documentation
2. As-built Drawings
 - a. CONTRACTOR shall provide the COUNTY printed and electronic drawings showing the following
 - i. Equipment layout in cabinets and enclosures
 - ii. Device locations on a floor plan
3. Security System Engineering
 - a. System design to ensure a fully functional security system shall be provided by CONTRACTOR

6. Specific Materials

1. CONTRACTOR shall provide Lenel licensing for
 - i. Two (2) Alarm Monitoring/System Administrator stations
 - ii. One (1) ID Credential Center badge station
 - iii. Two (2) 64 Reader Upgrade License

2. CONTRACTOR shall provide one (1) HID Global FARGO badge printer with compatible with Lenel OnGuard 6.5. The badge printer shall include the following features.
 - i. Single-sided lamination module
3. The CONTRACTOR shall provide all materials to complete the project.

Substitution to any materials listed in Table D must be approved by the County's access control supervisor, Ray O'Grady (714) 667-4915.

Table D - Material List

Manufacture	Part number	Description
Lenel	LNL-1320	Dual Reader Interface Module
Lenel	LNL-2220	Intelligent Dual Reader Controller
Lenel	LNL-1100	Input Interface Module
Lenel	LNL-1200	Output Interface Module
Lenel	PRO-64RUP	OnGuard 64 Reader Upgrade License
Lenel	SWC-IDADV	OnGuard ID Credential Center License
Lenel	SWC-ADV	OnGuard Alarm Monitoring License
Altronix	AL1012ULXPD16	16 fused outputs power supply/charger. 12VDC
Altronix	AL1024ULACM	8 Fused outputs power supply/Access power controller. 24VDC
Altronix	ACM8	8 Fused outputs access power controller
Altronix	AL600ULPD8	8 fused outputs power supply/charger. 12/24VDC
Altronix	AL600ULACM	8 Fused outputs power supply/Access power controller. 12/24VDC
Elk or equivalent	ELK-1280	Backup batteries, 12VDC, 8Ah
GE or equivalent	1045T-N	Surface mount contacts for cabinet
GE or equivalent	3012-N	Enclosure tamper switches
Kantech	T.REX-LT	Request to Exit
Belden or equivalent	Belden	22/4 AWG plenum wire
FARGO	HDP-5000	HID Global/Fargo badge printer + single-sided lamination module

7. Specific Conditions.

- A. The CONTRACTOR must have ten (10) years' experience working with access control security. Five (5) years of experience must be with Lenel systems.
- B. Supporting documentation will be provided that states
 1. (2) Lenel MASTER certified technicians
 2. (1) Lenel SILVER certified (or better) technicians

******* END OF SECTION 01002 *******

**SECTION 01010
SUMMARY OF WORK**

1. WORK COVERED BY CONTRACT DOCUMENTS

- A. Work covers construction of a County project as precisely defined in the documents.

Note: Contractor shall maintain all existing services with minimum disruption. Any service disruption shall first be approved by the Facility Director/Manager and /or OC Public Works Project Manager.

- B. Related Requirements Specified Elsewhere:

- (1) Description of Project.
- (2) Project Meetings.
- (3) Submittals.
- (4) Shop Drawings, Product Data, and Samples.
- (5) Testing and Inspection.
- (6) Construction Facilities & Temporary Controls.
- (7) Substitutions & Product Options.
- (8) Contract Closeout.

- C. Contractor's Duties:

- (1) Except as specifically noted, provide and pay for:
 - (a) Labor, materials, and equipment.
 - (b) Tools, construction equipment, and machinery.
 - (c) Water, heat, and utilities required for construction including any metering and connection fees or charges except County will pay for water acreage assessment charges.

If any utilities are in place and in use by the County at the site, the Contractor, to the extent available, at no cost may utilize such utilities (excluding telephone). For limitations see Temporary Facilities and Controls.

- (d) Other facilities and services necessary for proper execution and completion of work to provide a facility capable of operation.
- (2) Pay legally required sales, consumer, and use taxes.
- (3) Secure and pay for as necessary for proper execution and completion of work and as applicable at time of receipt of bids: Permits, government fees, and licenses, except County will pay for sewer connection charges.
- (4) Give required notices.

- (5) Comply with latest adopted edition of California Building Code and other codes, ordinances, rules, regulations, orders, and legal requirements of public authorities which bear on performance of work.
- (6) Promptly submit written notice to the County Project Manager of observed variance of contract documents from legal requirements.
 - (a) Appropriate modifications to contract documents will adjust necessary changes.
 - (b) Assume responsibility for work known to be contrary to such requirements, without notice.
- (7) Enforce strict discipline and good order among employees. Do not employ on work:
 - (a) Unfit persons.
 - (b) Persons not skilled in assigned task.

2. CONTRACTS

Construct work under single lump-sum contract.

3. CONTRACTOR USE OF PREMISES

- A. Limit use of premises for work and construction operations related only to this contract.
- B. Coordinate use of premises and access through the County Project Manager and the Facility Director/Manager.
- C. Confine operations at the project site to areas permitted by law, ordinances, permits, and Contract Documents.
- D. Do not unreasonably encumber project site with materials or equipment.
- E. Do not load any structure with weight that may endanger structure.
- F. Assume full responsibility for protection and safekeeping of material and equipment stored on premises and also in-progress work until completion and acceptance of the entire construction.
- G. Move stored material and equipment, which interfere with operations of the facility or operations of other contractors.
- H. Obtain and pay for use of additional off-site storage or work areas beyond that provided by the Owner in the Contract.

*** * * * * END OF SECTION 01010 * * * * ***

SECTION 01020 ALLOWANCES

1. SUMMARY

- A. Include in the Base Bid price all allowances named in the Contract Documents. The amount of each allowance includes:
1. The cost of the Product to the Contractor, less any applicable trade discounts.
 2. Delivery to the site including handling, unloading, uncrating and storage.
 3. Protection from the elements from damage.
 4. Labor for installation and finishing.
 5. Other expenses required to complete installation.
 6. Applicable taxes.
 7. Overhead and profit.
- B. Contractor shall file a "NO COLLUSION AFFIDAVIT" with OC Public Works in regards to the actual cost price of allowance items, and allow any requested examination of his accounts and those of his materials.

2. ALLOWANCES

- A. Allowances as specified in this Section, are in addition to the scope defined in the Contract Documents and the Contractor shall add the Total Allowance to complete his lump sum proposed bid.
- B. Included on the Proposal Form are all allowances named in the Contract Documents. Payment for allowances shall be based on direct costs actually incurred by the Contractor for labor, materials, equipment, or other expenses required to accomplish the allowance. All payments shall be based on the Contractor's actual expense less any applicable trade discounts as verified by invoice(s), delivery to the site including handling, unloading, uncrating and storage, protection from the elements of damage, labor for installation and finishing, other expenses required to complete installation, applicable taxes, and charge for overhead and profit.
- C. Upon completion of the allowance item, the Total Allowance sum will be corrected by change order to reflect the actual sums authorized for work as allowance items.
- D. A list of allowances is tabulated in the bid proposal.

3. ADJUSTMENT OF COSTS

- A. The bid allowance will be adjusted upward or downward at the completion of the project to reflect the actual amount. Should the cost be more or less than the specified amount of the Allowance, the Contract Sum will be adjusted accordingly by a Change Order.

- B. Submit claims for anticipated additional costs caused by the Allowance prior to execution of the work.

4. SUBMITTALS

- A. Submit proposals for purchase of products or systems included in Allowances in the format specified for Change Orders.
- B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each Allowance.

5. DESCRIPTION OF ALLOWANCE

ALLOWANCE NO. 1: N/A

*******END OF SECTION 01020*******

**SECTION 01025
SCHEDULE OF VALUES**

1. SECTION INCLUDES

- A. Schedule of Values
- B. List of all Subcontractors
- C. Site work cost breakdown

2. RELATED SECTIONS

- A. Section 01350 – Submittals
- B. Section 01300 - Construction Schedule

3. GENERAL

- A. Seven (7) days following award of Contract and in conjunction with submittal of the Construction Schedule, the CONTRACTOR shall submit to OC Public Works PROJECT MANAGEMENT, the following:
 - (1) SCHEDULE OF VALUES: On a County Payment Request form, show a breakdown of the total contract price; show the value of each part of the work. List the work items in accordance with the approved Construction Schedule by cost loading the major work items shown in the Construction Schedule.
 - (2) LIST OF SUBCONTRACTORS: A complete list of Subcontractors. The list shall include: names, addresses, phone numbers, contractor's license numbers, license classifications and expiration date(s).
- B. The schedule of values shall be used as a basis for Contractor's Progress Payment Requests and must be approved by OC Public Works before the first Progress Payment Request is submitted to OC Public Works. The SCHEDULE of VALUES shall be updated to agree with the cost loaded CONSTRUCTION SCHEDULE as called for in DIVISION 1 - GENERAL REQUIREMENTS, CONSTRUCTION SCHEDULE, as approved by OC Public Works PROJECT MANAGEMENT.
- C. The data from the SCHEDULE of VALUES shall be transferred and correspond directly to the appropriate construction activities on the CONSTRUCTION SCHEDULE required by DIVISION 1, SECTION 01300, CONSTRUCTION SCHEDULES, thus constituting the COST LOADED CONSTRUCTION SCHEDULE. OC Public Works will approve both the SCHEDULE of VALUES and COST LOADED CONSTRUCTION SCHEDULE. The COST LOADED CONSTRUCTION SCHEDULE will be the basis for the Contractor's Progress Payment Request and therefore, must be approved by OC Public Works before the first Progress Payment Request is submitted to OC Public Works. An updated COST LOADED CONSTRUCTION

SCHEDULE showing current progress and justification for the Request for Payment shall accompany each subsequent Progress Payment Request.

- D. The Contractor must submit a list of trade unions involved in the project. This list should be submitted seven (7) days after award of contract.

4. **PREPARING SCHEDULE OF VALUES**

- A. To substantiate the accuracy of the SCHEDULE OF VALUES, Contractor shall supply to OC Public Works PROJECT MANAGEMENT such supporting data as County may require which includes, but is not limited to, subcontractor contracts, material contracts, supply and services contracts, etc.

*** * * * * END OF SECTION 01025 * * * * ***

**SECTION 01030
ALTERNATES****PART 1 - GENERAL****SUMMARY**

- A. Drawings and general provisions of Contract, including General and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. This Section summarizes procedures applicable to the Alternate Bids to be submitted to Owner. Alternate Bids shall state the net amount to be added to or deducted from the Base Bid price or the Contract Sum, as applicable.
 - 1. Acceptance or Rejection: Acceptance or rejection of each Alternate Bid is at discretion of the Owner. None, any, or all Alternate Bids may be accepted or rejected in any sequence by the Owner.
 - 2. Costs: Include under each Alternate Bid net amount of all changes in cost, whether additive or deductive, resulting to the work of all Sections affected by Alternate Bids.
 - 3. Extent of Alternate Bids: Bidders shall determine the full extent of Work affected by each Alternate Bid and shall make full and proper allowance for such extent in the preparation of Bids.

*** * * * * END OF SECTION 01030 * * * * ***

SECTION 01045 CUTTING AND PATCHING

1. REQUIREMENTS INCLUDED

The Contractor shall be responsible for cutting, fitting and patching, including attendant excavation and backfill, required to complete work and to:

- A. Make its parts fit together properly;
- B. Uncover work to provide for installation of ill-timed work;
- C. Remove and replace defective work;
- D. Remove and replace work not conforming to the Contract;
- E. Remove samples of installed work as required for testing;
- F. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

2. RELATED REQUIREMENTS

Section 01500: Construction Facilities and Temporary Controls

3. SUBMITTALS

- A. Submit the following in accordance with Section 01350.
- B. Submit a written request to the Architect well in advance of executing cutting or alteration which affects:
 - (1) Work of the County or a separate Contractor;
 - (2) Structural value or integrity of any element of the Project;
 - (3) Integrity of weather-exposed or moisture-resistant elements;
 - (4) Efficiency, operational life, maintenance or safety of operational elements; or
 - (5) Visual qualities of sight-exposed elements.
- C. The Request shall include:
 - (1) Identification of the Project and a description of affected work;
 - (2) Necessity for cutting, alteration or excavation;
 - (3) Effect on work of the County or a separate Contractor, or on structural weatherproof integrity of the Project;
 - (4) Alternatives to cutting and patching;
 - (5) Cost proposal, when applicable;

- (6) Written permission of separate Contractor(s) whose work will be affected; and
- (7) Description of the proposed work including:
 - (a) Scope of cutting, patching, alteration, or excavation;
 - (b) Products proposed to be used; and
 - (c) Extent of refinishing to be included.

D. Should conditions of the work or schedule indicate a change of products from the original installation, the Contractor shall submit a request for substitution as specified in Section 01640 - Substitutions and Product Options.

E. Submit a written notice to the Architect designating the date and time work will be uncovered.

4. **MATERIALS**

A. Comply with specifications and standards for each specific product involved.

B. Where specifications and standards have not been provided, provide materials and fabrication consistent with the quality of the project intended for commercial construction.

C. Provide new materials for cutting and patching unless otherwise indicated.

5. **INSPECTION**

A. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering work, inspect conditions affecting installation of products, or performance of work.

C. Report unsatisfactory or questionable conditions to the Architect in writing; do not proceed with work until the Architect/County provides further instructions.

6. **PREPARATION**

A. Provide adequate temporary support as necessary to assure structural value or integrity of the affected portion of work.

B. Protect other portions of the Project from damage.

7. **PERFORMANCE**

A. Execute cutting by methods which will provide proper surfaces to receive installation of repairs.

- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ the same installer or fabricator to perform cutting and patching work as employed for new construction for:
 - (1) Weather-exposed or moisture resistant elements.
 - (2) Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of the Contract Documents.
- F. Fit work tight to pipes, sleeves, ducts, conduit and penetrations through surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - (1) For continuous surfaces, refinish to nearest intersection.
 - (2) For an assembly, refinish entire unit.

*** * * * * END OF SECTION 01045 * * * * ***

SECTION 01050 COORDINATION

1. DIVISION OF SPECIFICATIONS AND DRAWINGS

The Contract Specifications and Drawings are divided into sections for the convenience of the Contractor. These divisions are not for the purpose of apportioning work or assigning responsibility among Subcontractors, suppliers, and manufacturers, and shall not relieve the Contractor of the responsibility for fully coordinating the completion of all work as shown.

2. DESIGN CLARIFICATION, ERRORS AND OMISSIONS

Should the Contractor require clarification or interpretation of the Contract, or become aware of any error or omission, he shall immediately inform the Architect in writing. The County and the Architect shall promptly review the circumstances and determine the appropriate corrective action, if any, and so advise the Contractor.

3. MANUFACTURER'S SPECIFICATIONS

Manufacturer's specifications and recommendations for installing materials, equipment and appurtenances as a part of this Contract shall govern the installation unless in conflict with other specified requirements or local conditions, in which case the approval of the County shall be obtained before proceeding.

4. EXAMINATION OF PREPARATORY WORK

Before starting a section of work, the Contractor and each subcontractor shall carefully examine all preparatory work that has been executed to receive his work. He shall check carefully, by whatever means are required, to ensure that his work and adjacent, related work, will finish to proper contours, planes, and levels. He shall promptly notify the County of any defects or imperfections in preparatory work which will in any way, affect satisfactory completion of his work. Absence of such notification will be construed as an acceptance of preparatory work, and later claims of defects or delays therein will not be recognized. Under no condition shall a section of work proceed prior to preparatory work having been completed, cured, dried, and otherwise made satisfactory to receive such related work. Responsibility for timely installation of all materials rests solely with the Contractor, who shall maintain coordination control at all times.

5. FIELD MEASUREMENT & DRAWING DIMENSIONS

Before ordering any material or doing any work, the Contractor shall field verify all dimensions and measurements with the Contract. Any significant differences shall be promptly reported according to Paragraph 2 above. No claims for additional Contractor costs or time will be recognized for any conditions not so reported.

Actual dimensions or drawings or notes indicating dimensions shall be used instead of measurements of the drawings by scale, and shall be strictly complied with. No scaled measurements shall be used as dimensions to work to. Figures on drawings, as well as detail drawings themselves, are subjects in every case to measurements of adjacent or incorporated work. All such measurements necessary shall be made before undertaking any work dependent upon such data.

6. COORDINATION AND MEETINGS

A. The Contractor will prepare a written memorandum on required coordination activities, with such items as required notices, reports, and attendance at meetings and will distribute this memorandum to each entity performing work at the Project site.

B. Coordination Drawings:

The Contractor shall prepare coordination drawings where work by separate entities requires fabrication off-site of products and materials, which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interfere and shall indicate installation sequence. Comply with all requirements of Sections 01300 and following.

C. Weekly Coordination Meetings

The Contractor shall schedule and hold weekly general project coordination meetings at regularly scheduled times that are convenient for the attendance of the Contractor and other parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Required attendance includes the Contractor and every subcontractor or supplier identified by the Contractor as being currently involved in the coordination or planning for the work of the entire project. The Contractor shall conduct meetings in a manner that resolves coordination problems. The Contractor shall distribute copies of the meeting results to everyone in attendance and to others affected by the decisions and actions resulting from each meeting.

7. ADMINISTRATIVE/SUPERVISORY PERSONNEL

A. General:

(1) In addition to a General Superintendent and other administrative and supervisory personnel required for performance of the work, the Contractor shall provide specific coordinating personnel as reasonably required for interfacing all of the work required for the total Project.

(2) For the purpose of this provision, "interfacing" includes scheduling and sequencing of work, sharing of access to work spaces, installations, protection of each other's work, cutting and patching, tolerances, cleaning, selections for compatibility, preparation of coordination drawings, inspections, tests, and temporary facilities and services.

B. Project Coordinator:

The Contractor shall provide a Project Manager who is experienced in administration and supervision of building construction, as reasonably required for the management of the Project.

C. Submittal of Staff Names, Duties:

At the Pre-Construction Meeting, the Contractor shall submit a listing of Contractor's principal staff assignments, consultants and subcontractors' responsible parties, naming persons and listing their addresses and telephone numbers.

8. SCHEDULING

The Contractor will be responsible for his construction schedule; refer to Section 01300.

9. **LIMITATIONS ON USE OF THE SITE:**

Limitations on site usage as well as specific requirements that impact utilization are indicated on the drawings and by other Contract documents. In addition to these limitations and requirements, the County shall administer allocation of available space to the Contractor and other entities needing access and space, so as to produce the best overall efficiency in performance of the work of the Project. The Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

10. **INSTALLER'S INSPECTION OF CONDITIONS**

The Contractor shall require the installer of each major unit of work to inspect the substrate to receive the work and the conditions under which the work is to be performed. The installer shall report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

11. **MANUFACTURER'S INSTRUCTIONS**

Where installations include manufactured products, the Contractor shall comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

12. **INSPECTION PRIOR TO INSTALLATION**

The Contractor shall, as applicable to his work, inspect each item of materials or equipment immediately prior to installation and reject damaged and defective items.

The Contractor shall provide attachment and connection devices and methods for securing work properly. Secure work throughout to line and level, and within recognized tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect for final decision.

Recheck measurements and dimensions of the work, as an integral step of starting each installation.

13. **ENCLOSURE OF THE WORK**

The Contractor shall coordinate the closing-in of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.

14. **MOUNTING HEIGHTS**

Where mounting heights are not indicated, the mounting height choices shall be referred to the Architect for final decision.

15. **CLEANING AND PROTECTION**

The Contractor shall clean and protect work in progress and adjoining work on the basis of continuous maintenance; and shall apply protective covering on installed work where it is required to ensure freedom from damage or deterioration.

The Contractor shall clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period, and adjust and lubricate operable components to ensure operability without damage.

The Contractor shall remove rubbish and waste material resulting from his work on a daily basis.

16. LIMITING EXPOSURE OF WORK

To the extent possible through reasonable control and protection methods, the Contractor shall supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging exposure during the construction period. Such exposure includes, where applicable, but not by way of limitation, the following:

- | | |
|--|------------------------------------|
| Excessive static or dynamic loading | Bacteria |
| Excessive internal or external pressures | Insect infestation |
| Excessively high or low temperatures | Combustion |
| Thermal shock | Electrical current |
| Excessively high or low humidity | High speed operation, improper |
| Air contamination or pollution | lubrication, unusual wear or other |
| Water or ice | misuse |
| Solvents | Incompatible interface |
| Chemicals | Destructive testing |
| Light | Misalignment |
| Radiation | Excessive weathering |
| Puncture | Unprotected storage |
| Abrasion | Improper shipping or handling |
| Heavy traffic | Theft |
| Soiling | Vandalism |

17. CONSERVATION AND SALVAGE

It is a requirement for the Contractor's supervision and administration of the work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials. In addition, maximum consideration shall be given to salvaging materials and equipment involved in performance of the work, but not incorporated therein.

18. DUST CONTROL

The Contractor is responsible to control dust resulting from his and/or his Subcontractor's/ supplier's operations at the job site. The Contractor's responsibility includes, but is not limited to, preventing the emissions of fugitive dust from any transport, handling, construction, or storage activity so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the Project site.

*** * * * * END OF SECTION 01050 * * * * ***

SECTION 01090 REFERENCE STANDARDS

1. DEFINITIONS AND STANDARDS

Certain terms used in the Contract are defined in this article. Definitions and explanations contained in this section are not necessarily either complete or exclusive, but are general for the work to the extent that they are not stated more explicitly in another element of the Contract.

See also the Definitions clause of the General Conditions.

General Requirements: The provisions or requirements of Division 1 sections apply to the entire work of the Contract.

Abbreviations: The language of specifications and other Contract Documents is of the abbreviated type in certain instances, and implies words and meanings appropriately interpreted. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract so indicates.

Approve: Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to limitations of the Architect's responsibilities and duties as specified in General Conditions. In no case, will "approved" by the Architect be interpreted as a release of the Contractor from responsibilities to fulfill requirements of the Contract, nor as any modification to those requirements.

Approval: The words "approved," "approval," "acceptable," "acceptance," and words of similar import shall mean that acceptance by the Architect, or similar import, is intended unless stated otherwise.

As Shown, As Indicated, As Detailed: These words, and words of like implication, refer to information contained by drawings describing the work, unless explicitly stated otherwise in other Contract documents.

Bidder: Any individual, company, corporation, partnership, or joint venture who submits a bid for work required as distinct from a sub-bidder who submits a bid to a prime bidder.

Bid Documents: The Notice Inviting Bids, Instruction to Bidders, Form of Proposal, Specifications, Drawings and Addenda issued prior to receipt of proposals.

Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, the option is intended to be the Contractor's regardless of whether or not it is specifically indicated as such.

Directed, Required, Accepted: When these words refer to work or its performance, "directed," "required," "permitted," "ordered," "designated," "prescribed," and words of like implication, mean "by direction of," "requirements of," "permission of," "order of," "designation of," or prescription of" the Architect. Likewise, "acceptable," "satisfactory," "in the judgment of," and words of like import, mean "recommended by," "acceptable to," "satisfactory to," or "in the judgement of" the Architect.

Directed, Requested, etc: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by Architect," "requested by Architect," "requested by Architect," and similar phrases. However, no such implied meaning will be interpreted to extend Architect's responsibility into the Contractor's area of construction supervision.

2. DRAWING SYMBOLS

General: Except as otherwise indicated on the drawings, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.

Mechanical/Electrical Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect for clarification before proceeding.

Equal: Words such as "equal," "approved equal," "equivalent," and terms of similar import shall be understood to be followed by the phrase "in the opinion of the Architect" unless stated otherwise.

3. FORMAT AND SPECIFICATION CONTENT EXPLANATIONS

Format Explanation: Although some portions of these Specifications may not be in complete compliance with this format, no particular significance shall be attached to such compliance or non-compliance.

Subordination of Text: Portions of specification text are subordinated to other portions in the following manner (lowest level to highest):

Indented (from left margin): paragraphs and lines of text are subordinate to preceding text which is not indented, or which is indented by a lesser amount.

Subarticle titles: which are printed in upper/lower-case lettering.

Article titles: which are printed in upper-case lettering.

Underscoring: is used to assist the reader of specification text in scanning the text for key words.

Imperative language: is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or when so noted, by others.

Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into the Contract clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.

Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, as applicable in each instance.

Indicated: The term "indicated" is a cross-reference to graphic representations, notes, or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the Contract. Where terms such as "shown," "noted," "scheduled" and "specified" are used in lieu of "indicated," it is for purpose of helping the reader locate cross-reference and no limitation of location is intended except as specifically noted.

4. **INDUSTRY STANDARDS**

General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract by reference) as if copied directly into the Contract, or as if published copies were bound herewith. Refer to individual specification sections for specialized codes and standards that the Contractor must keep on the Project site and available for reference.

Referenced Standards: Referenced directly in the Contract or by governing regulations have precedence over non-referenced standards which are recognized in industry for applicability to work.

Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract.

Updated Standards: At the request of the Architect, the Contractor or governing authority shall submit a Request for Change where an applicable industry code or standard has been revised and reissued after the date of the Contract and before the performance of the affected work.

Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at the Project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.

Installer: The term "installer" is defined as the entity (person or firm) engaged by the Contractor, his subcontractor or sub-subcontractor for performance of a particular unit of work at the Project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.

Manufacturer: An individual, company, or corporation who manufactures, fabricates, or assembles a standard product. A standard product is one that is not made to special design, and is furnished by either direct sale or by contract to the Contractor, Subcontractor or Vendor.

Material Supplier or Vendors: A person or organization who supplies, but who is not responsible for the installation of, materials, products and equipment of a standard nature that are not specifically fabricated for this particular contract.

Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are either minimums or maximums as noted, or as appropriate for context of the requirements. Refer instances of uncertainty to the Architect for a decision before proceeding.

Perform: The word "perform" shall mean that the Contractor, at the Contractor's expense, shall perform all the operations necessary to complete the work or the mentioned portions of the work, including furnishing and installing materials as are indicated, specified, or required to complete such performance.

Product: The term "product" includes materials, systems and equipment.

Project Site: The term "Project site" is defined as the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the drawings, and may or may not be identical with the description of the land upon which Project is to be built.

Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use.

Specialists Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be

engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements should not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the work; they are also not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as an "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

Testing Laboratories: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the Project site or elsewhere; and to report, and (if required) interpret results of those inspections or tests.

Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized trades-person of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by trades-persons of that corresponding generic name.

5. **COPIES OF STANDARDS**

Abbreviations and Names: Where acronyms or abbreviations are used in the specifications or other Contract documents they are defined to mean the industry recognized name of the trade association, standards generating organization, governing authority or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., and the following partial list:

AA	Aluminum Association
AAMA	American Architectural Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
A-E	Architect-Engineer (hired by County to design the project)
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
AGA	American Gas Association
AI	Asphalt Institute
AIA	American Institute of Architects
A.I.A.	American Insurance Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standards Committee
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
ASHRAE	American Society of Heating, Refrigerating, Air Conditioning Engineers
ASME	American Society of Mechanical Engineers

ASPE	American Society of Plumbing Engineer
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builder's Hardware Manufacturers Association
CAL/OSHA	California Occupational Safety and Health Regulations
CFR	Code of Federal Regulations
CPSC	Consumer Product Safety Commission
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard of NBS (U.S. Dept. of Commerce)
CTI	Ceramic Tile Institute
DHI	Door and Hardware Institute
DOC	Department of Commerce
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration (U.S. Dept of Transportation)
FCC	Federal Communications Commission
FGMA	Flat Glass Marketing Association
FM	Factory Mutual System
FS	Federal Specification (General Services Administration)
GA	Gypsum Association
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IESNA	Illuminating Engineering Society of North America
IGCC	Insulating Glass Certification Council
MBMA	Metal Building Manufacturer's Association
MIL	Military Standardization Documents (U.S. Dept of Defense)
ML/SFA	Metal Lath/Steel Framing Association
NAAMM	National Association of Architectural Metal Manufacturers
NBHA	National Builders Hardware Association (Now Part of DHI)
NBS	National Bureau of Standards (U.S. Dept of Commerce)
NEC	National Electrical Code (by NFPA)
NEII	National Elevator Industry, Inc.
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
N.F.P.A.	National Forest Products Association
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OCPDS	Orange County Planning and Development Services Department
OCPW	OC Public Works
OSHA	Occupational Safety Health Administration (U.S. Dept. of Labor)
PCI	Pre-stressed Concrete Institute
PS	Product Standard of NBS (U.S. Dept of Commerce)

SDI	Steel Deck Institute
S.D.I.	Steel Door Institute
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TCA	Tile Council of America
UBC	Uniform Building Code
UL	Underwriters Laboratories
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USDA	United States Department of Agriculture
WCLIB	West Coast Lumber Inspection Bureau (Grading Rules)
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association (Grading Rules)
W.W.P.A.	Woven Wire Products Association

6. **GOVERNING REGULATIONS/AUTHORITIES**

General: Contact governing authorities directly for necessary information and decisions having a bearing on the performance of work.

Copies of Regulations: Obtain copies of regulations needed for reference, and retain at the Project Site during the work of the Project.

"Regulations" is defined to include laws, statutes, ordinances, and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the work regardless of whether they are lawfully imposed by governing authority or not.

Trade Union Jurisdictions: The manner in which the Contract has been organized and subdivided is not intended to be an indication of jurisdictional or trade union agreements. Assign and subcontract the work, and employ trades-men and laborers, in a manner which will not unduly risk jurisdictional disputes of a kind which could result in conflicts, delays, claims and losses in the performance of the work.

Permits, Licenses, and Certificates: For the County's records, submit copies of permits, licenses, certificates, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

*** * * * * END OF SECTION 01090 * * * * ***

SECTION 01200 PROJECT MEETINGS

1. PROJECT MEETINGS:

Meeting Records: The A-E will record minutes of each meeting and furnish copies within a reasonable time thereafter to The County, Contractor, and other attendees. Unless written objection to the contents of the meeting minutes is received by the A-E within three (3) days after presentation, it shall be understood and agreed that the minutes are a true and complete record of the meeting.

Meeting Schedule: Dates, times, and locations for various meetings shall be agreed upon and recorded at Pre-construction Meeting. Thereafter, changes to the meeting schedule shall be agreed upon between the County Project Manager, the A-E and the Contractor, with appropriate written notice to all parties involved.

2. PRE-CONSTRUCTION MEETING:

General: Subsequent to Contract Award, a Pre-construction Meeting shall be held at the location, date and time designated by OC Public Works Project Management. In addition to attendees named herein, this meeting shall be attended by representatives of the regulatory agencies having jurisdiction, as required, and such other persons, the County, the A-E, and the Contractor may designate.

Agenda: The matters to be discussed or resolved and the instructions and information to be furnished to or given by the Contractor at the Pre-construction Meeting include:

- A. Schedule of progress meetings.
- B. Bonds/Insurance.
- C. Contractor to present proposed Preliminary Progress Schedule and Schedule of Values.
- D. Communication procedures between the parties.
- E. Names and titles of all persons authorized by the Contractor to represent and execute documents for the Contractor, with samples of all authorized signatures.
- F. The names, addresses, and telephone numbers of all those authorized to act for the Contractor in emergencies.
- G. The names, addresses, and telephone numbers and contact person for all Subcontractors to be utilized on this Project.
- H. Construction permit requirements, procedures, and posting.
- I. Public notice of starting work.

- J. Forms and procedures for the Contractor's submittals.
- K. Change Order forms and procedures.
- L. Payment Request forms and procedures and revised progress schedule reports to accompany the requests.
- M. The Contractor's designation of his organization's accident prevention person and his qualifications, if other than the Superintendent.
- N. The Contractor's provisions for barricades, traffic control, utilities, sanitary facilities, and other temporary facilities and controls.
- O. The Consultants and professionals employed by the County and their duties.
- P. Contractor's surveyor and an initiation of surveying services.
- Q. Procedures for payroll and labor cost reporting by the Contractor.
- R. Procedures to ensure nondiscrimination in employment.
- S. Warranties and guarantees.
- T. Monthly As-Built Review.

3. **CONSTRUCTION PROGRESS MEETINGS:**

Progress meetings shall be held according to the agreed schedule, and/or as determined by the OC Public Works Project Manager. Unless noted or agreed otherwise, progress meetings are typically held weekly. All matters bearing on progress and performance of the work since preceding progress meeting shall be discussed and resolved including, without limitation, any previously unresolved matters, deficiencies in the work or methods being employed for the work, and problems, difficulties, or delays which may be encountered.

4. **POST-CONSTRUCTION MEETING:**

This meeting shall be held prior to the final inspection of the work to discuss and resolve all unsettled matters. Bonds and insurance to remain in force, and the other documents required to be submitted by the Contractor will be reviewed and any deficiencies determined. Schedule and procedures for the final inspection and for final correction of defects and deficiencies shall be agreed.

* * * * * **END OF SECTION 01200** * * * * *

SECTION 01300 CONSTRUCTION SCHEDULES

1. SECTION INCLUDES

Construction Progress Schedules

2. RELATED SECTIONS

- A. General Conditions
- B. Supplementary General Conditions
- C. Section 01025 - Schedule of Values
- D. Section 01350 - Submittals

3. SUBMITTALS

Submit number of copies as specified in this Section.

4. PROGRESS SCHEDULE

- A. It is expressly understood and agreed that the time of beginning work, the rate of progress, and the time of completion of the work are of the essence of this Contract.
- B. Unless notified otherwise, within seven (7) days after award of the Contract, the County (OC Public Works) Project Manager will conduct a Preconstruction Conference. Depending on the complexity of the project, a separate Scheduling Conference may be required. The Contractor shall present the proposed schedule methodology and sequence of operations plus the cost loading methodology. The Contractor's person in charge of scheduling, Construction Scheduler, is required to attend all meetings pertaining to scheduling and progress of the work.
 - (1) The Contractor shall submit to the County Project Manager the Construction Schedule (the schedule) within seven (7) calendar days after approval of the schedule methodology by OC Public Works. The schedule shall be either a CPM Network or a detailed Bar Chart. The schedule shall show the date each activity is expected to start and complete, and shall show all submittals, allowing fourteen (14) calendar days for review by the A-E and OC Public Works. Scheduling activities shall be of sufficient detail to assure adequate planning for proper execution of the work and such that, in the sole judgment of the OC Public Works, it provides an appropriate basis for monitoring of progress of the work. The schedule shall show the sequence, duration and interdependence of activities required for the complete performance of all work.

The schedule shall begin with the date of award of the Contract by the Board of Supervisors and conclude with the date of Final Completion as shown in the Contract. Exclusive of submittal review and material fabrication and delivery, any activity(ies) duration shall not exceed thirty (30) calendar days. All onsite construction activities shall be cost loaded. The cost value of all onsite construction activities will equal the Contract value. Submission and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any progress payments under this Contract.

- (2) Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the County or the Contractor, but is a jointly owned expiring resource available to, and shared, by both parties. Pursuant to this float sharing requirement, use of float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.
 - (3) Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the Contractor and his subcontractors or suppliers, at any tier, and which extends actual work performance beyond the approved Contract Completion Date. Time extensions shall be granted only if documented by the Contractor's submittal of a Time Impact Analysis which demonstrates impact on the end date of the work based upon an approved schedule update current as of the month the delay occurred, demonstrating that the delay cannot be mitigated or offset through such actions as re-sequencing work. If a delay occurs to an activity which the current approved schedule update projects late completion, the time extension allowed shall be only for the additional delay demonstrated by an approved Time Impact Analysis. Since float time is jointly owned, it is acknowledged that County caused delays may be offset by County caused time savings (e.g. critical path submittals returned in less than the time allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor). In such events, the Contractor shall not be entitled to a time extension or delay damages until all County caused time savings are exceeded and the Contract completion date is also exceeded.
- C. If the original schedule submitted shows completion of the work more than thirty (30) calendar days in advance of the Contract completion date, the OC Public Works may, at no additional cost to the County, decrease the Contract duration by issuance of a Change Order which changes appropriate milestones date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the current Contract completion date as "project float."

- D. The County Project Manager may request that the Contractor and all major subcontractors (defined herein as being any subcontractor, sub-subcontractor, or supplier with five (5) percent or more of the value of the Contract) participate in review of any schedule submission. All revisions shall be submitted within fifteen (15) calendar days after the County Project Manager's review and approval.
- E. An update schedule shall be submitted to the Project Manager with the submission of the Contractor's monthly Progress Payment Request. For those activities started, but not yet completed, at the time of submission, the update schedule shall reflect the percentage completed, as agreed upon between the Contractor and the County Project Manager, and an estimate of the remaining duration. The monthly update of the schedule shall include a diagram showing target versus actual dates for each activity and an updated bar chart or network diagram or the data necessary to produce such diagram, on computer diskette(s), as agreed upon with the County Project Manager.
- F. The submission of an updated schedule which meets the requirements of this Section, accurately reflects the status of the work, and incorporates all changes into the schedule, shall be a condition precedent to the processing of the monthly progress payment request. Upon approval of a Change Order or issuance of a Field Order, the approved change shall be reflected in the next schedule update.
- G. If completion of any part of the work, delivery of equipment or materials, or submission of Contractor submittals is behind schedule and will impact the completion date of the work, the Contractor shall submit a written recovery plan, acceptable to OC Public Works, for completing the work by the current Contract completion date.

*** * * * * END OF SECTION 01300 * * * * ***

SECTION 01350 SUBMITTALS

1. SECTION INCLUDES

- A. Shop drawings.
- B. Product data.
- C. Material list.
- D. Samples.

2. RELATED SECTIONS

- A. Section 01025 - Schedule of Values
- B. Section 01300 - Construction Schedule
- C. Section 01010 - Summary of Work
- D. Section 01700 - Contract Closeout
- E. Section 01640 - Substitutions and Product Options

3. DEFINITIONS

Where the words "construction data" are used, it is intended to include shop drawings, samples, brochures, calculations, test reports, catalogs, equipment lists and all other similar required items.

4. CONTRACTORS RESPONSIBILITIES

- A. Prepare a schedule for submittals ("submittal schedule") in accordance with Article 5, Submittal Schedule.
- B. Obtain and review all construction data and such other data as required for the coordination of the work of the Contractor and each of his subcontractors, whether such submittals are requested.
- C. Submit all construction data called for in the various Specification Sections.
 - (1) Furnish all submittals required by governing agencies, whether such submittals are requested in the Contract Documents or not.
 - (2) Provide copies of approved submittals to each sub-contractor concerned with that portion of the work, including subcontractors interfacing with such work.
- D. Be responsible for proper coordination of all parts of the Project under the Contract to the extent shown or indicated in the Specifications and on the Drawings.
 - (1) Check and coordinate all submittals, verify all field measurements, stamp and sign each submittal as Contractor approved.

- (2) Failure to comply with this requirement will result in immediate return of the submittal with no action taken by OC Public Works or the A-E.
 - (3) Contractor shall be fully responsible for errors in submitted data.
 - (4) Contractor shall be held responsible for any delay in progress of the work due to his failure to observe requirements of this Section. Time for completion of his Contract will not be extended on account of his failure to submit construction data properly.
 - (5) Make such corrections as required by the A-E and/or OC Public Works, and re-submit the required number of corrected copies of shop drawings or new samples until accepted by OC Public Works. The Contractor shall direct specific attention in writing or on re-submitted shop drawings to revisions other than the corrections requested by OC Public Works or the A-E on previous submissions.
- E. All costs for the preparation, correction, delivery, and return of submittals shall be borne by the Contractor. The Contractor shall obtain all rejected submittals at the Architect's office unless otherwise directed.

5. **SUBMITTAL SCHEDULE**

- A. The Contractor shall prepare and submit a progress schedule for himself, each sub-contractor and supplier, showing anticipated dates for submittals of construction data.
- B. Schedule shall allow for lead time required for subcontractors, material and equipment manufacturers, fabricators and suppliers, delivery of materials and equipment, in sufficient time for installation without delaying any portion of the work.
- C. Time for submittals: Each submittal must be received by the A-E in time to permit (14) calendar days for their review. If a submittal is not received in time to allow sufficient time, (fourteen calendar days) for the A-E's review without delaying construction, the Contractor shall reimburse County for the A-E's costs incurred by checking on an accelerated basis.
 - (1) The A-E's or OC Public Works responsibility for time consumed in review of construction data and any claim made by the Contractor (including Subcontractors and suppliers) that such time is excessive and has caused or will cause delay in completion of the work, will only be considered as starting from the time drawings, samples and other construction data are complete and correct in all respects and so submitted and signed as approved by Contractor.
 - (2) Preliminary and incomplete or incorrect submittals of said drawings and samples shall not be considered as the beginning of the official approved time.

"Sufficient time" as used herein, shall mean a maximum of 14 calendar days unless approved otherwise by OC Public Works.

6. TRANSMITTAL

A. Form of Transmittal: Submit construction data accompanied by Contractors and subcontractor's letter of transmittal, addressed to the office of the A-E. In addition to all information necessary for identification, include:

- (1) A listing of construction data included.
- (2) Project name, County's project number, and location as it appears on the drawings.
- (3) Contractors, subcontractors and manufacturers or fabricators' name.
- (4) A-E's name and job number.
- (5) Applicable Contract Drawing number, Specification Section, and paragraph.
- (6) ASTM, Federal Specifications, and other "standard" type specifications.
- (7) Name and address of submitter, including the name and telephone of the individual to contact for further information.
- (8) Clearly identify whether it is an original submittal or a re-submittal.
- (9) Date original submittal is made, and date of re-submittal when made.
- (10) And such additional information as required to identify the submittal.

B. Contractor's review: All construction data shall be stamped approved by the Contractor, signed, certifying that he has reviewed the submittal as to compliance with the Contract Documents, and verification of field measurements when applicable.

Failure to comply with this requirement will result in immediate return of submittal with no action taken by the A-E or OC Public Works.

C. Method of delivery: Send submittals by first class mail, UPS Blue Label, or hand carry to the A-E's office.

7. SUBMITTAL IDENTIFICATION

A. Shop drawings shall be dated and shall clearly delineate the following:

- (1) A-E's name and job number.
- (2) Project name, County's project number, and address.
- (3) Drawing title, number, date and scale (number drawings consecutively).

- (4) Names of Contractor, subcontractor and fabricator.
- (5) Working and erection dimensions.
- (6) Reference to applicable plan, elevation, section, or detail on Contract Drawing to which shop drawing, or portion thereof applies.
- (7) Arrangement and sectional view.
- (8) Necessary details, including complete information for making connections with work of other trades; list name(s) of all subcontractors involved.
- (9) Kind of materials and finishes.
- (10) Show descriptive names of materials and equipment, and locations of which materials or equipment are to be installed in the work. Use same reference identification as shown on Contract Documents.

B. Shop Drawing Variations:

- (1) If shop drawings show variations from Contract Documents because of standard shop practice, questions, or any other reason, make specific mention of variations in transmittal letter to the A-E as well as encircle variations or questions on shop drawings to identify and call them to the A-E's attention.
- (2) If the Contractor has not notified the A-E in writing of variations, deviations or omissions, the Contractor will be required, at its sole expense, to repair, replace, furnish whatever materials are required, perform the work, including adjacent work of other trades affected thereby, necessary to rectify such deviations and variations, all as directed by OC Public Works. Replacement and repair shall be mandatory in such instances, even though this occurs after shop drawings have been stamped "Review Completed" and the work in question has been completed. All work pertaining to this condition or situation shall be performed at no additional cost to the County.

8. **SUBMITTAL COORDINATION**

- A. Prior to submittal for the A-E's review, the Contractor shall fully coordinate each submittal, including the following:
- (1) Coordinate as required with all trades and with public agencies involved.
 - (2) Secure all necessary approvals from public agencies and others that may be concerned, and signify by their stamp, or other means, that approvals have been secured.
 - (3) Clearly mark or indicate each deviation made from the Contract Documents.

B. Interrelated Groups:

- (1) Where samples, shop drawings and other construction data are interrelated, submit all such data in one package.
- (2) Where manufacturer's product data (catalog cuts, etc.) is submitted, make submission in original forms. Faded reproductions will not be accepted.

9. **ARCHITECT'S (A-E) REVIEW**

- A. Review of submittals is only to check for general conformance with the project design concept and general compliance with the Contract Documents. Responsibility will not be assumed by County or the A-E for any of the following:
- (1) Correctness of dimensions, details, quantities, or procedures indicated on the submittals.
 - (2) Any violation indicated on shop drawings, or other construction data, of local, county, state or federal laws, rules, ordinances, or rules and regulations of commissions, boards or other authorities or public utilities having jurisdiction.
 - (3) Any deviation made from Contract Documents requirements, even with approval from the A-E and OC Public Works, will not relieve the Contractor from any responsibility for errors or omissions in the construction data.
- B. Review of construction data submittals will only be performed as specifically required in the various Specification Sections.
- C. Review of a separate item shall not indicate approval of an assembly in which the item functions.
- D. Review of shop drawings will be general, for design, arrangement and appearance only, and shall not relieve Contractor of responsibility for accuracy of such shop drawings, dimensions, proper fitting, construction of work, providing materials required by the Contract Documents, even though such materials and their installation are not indicated on shop drawings. Review of shop drawings shall not be construed as approving departure from Contract requirements or as acceptance of any responsibility by County or the A-E for any errors, omissions, or discrepancies shown thereon.
- E. No portion of the work requiring a submission shall be commenced until the submission has been reviewed and returned to the Contractor with the A-E's stamp of approval. All such portions of the work shall be in accordance with approved construction data.

10. **SHOP DRAWINGS**

- A. Submit one sepia and three prints to the A-E. The prints shall be retained by the

A-E for reference during the review period. The reviewed sepia will be returned to the Contractor, who shall then reproduce prints from the accepted sepia for his use and distribution.

- B. Before submitting shop drawings, check said drawings and subcontractor's work for accuracy. See that work contiguous with and having bearing upon work indicated on shop drawings, is accurately and distinctly illustrated, and that indicated work complies with Contract requirements. Shop drawings must bear the Contractor's stamp of approval.
- C. Shop drawings shall be dated and shall clearly show the following information:
- (1) Architects name and A-E's job number.
 - (2) Project name, County project number, and address.
 - (3) Drawing title, number, date and scale (number drawings consecutively).
 - (4) Names of Contractor, subcontractor and fabricator.
 - (5) Working and erection dimensions.
 - (6) Reference to applicable plan, elevation, section, or detail on Contract Drawing to which shop drawing, or portion thereof, applies.
 - (7) Arrangements and sectional views.
 - (8) Necessary details, including complete information for making connections with work of other trades; list name(s) of all subcontractors involved.
 - (9) Kind of materials and finishes.
 - (10) Show descriptive names of materials and equipment, and locations of which materials or equipment are to be installed in the work. Use same reference identification as shown on Contract Documents.

11. **SAMPLES**

- A. Samples shall be the precise item proposed to be furnished.

Submit one sample to be retained by the A-E, one to be retained by OC Public Works, plus the number required by the Contractor for his and his subcontractor's use.

- B. Identify each sample with the manufacturer's name, model number or type, and its intended location in the work.
- C. Samples of value will be returned to the Contractor for use in the work after review by the A-E and OC Public Works.

- D. Failure of samples to conform with specific requirements may, at OC Public Works option, constitute a bar against submission of other samples by the same manufacturer, vendor or supplier.
- E. Acceptance of samples will not preclude rejection, prior to final acceptance of completed work, of any material upon discovery of defects in material which said sample failed to represent, even though such material or equipment has been installed or erected in place.
- F. After samples have been reviewed, no change in brand or make will be permitted unless satisfactory written evidence is presented, to the A-E and OC Public Works, that the manufacturer cannot make scheduled delivery of approved material, or that material delivered has been rejected and substitution of an alternate material is an urgent necessity, or that other conditions are apparent which indicate acceptance of such substitute materials to be in the best interest of the County.
- G. All samples of materials requiring laboratory tests shall be tested sufficiently in advance of the time they are required to be delivered to the Project Site for: (1) A-E's review of test results, (2) re-testing and re-submittal as necessary to obtain A-E's acceptance, (3) manufacture or fabrication, and (4) delivery to Project Site without delaying the scheduled progress of the work.
- H. Each sample shall have physically attached to it, in a manner not easy removable, a label bearing the following information:
 - (1) Project identification.
 - (2) Contractor's and subcontractor's identification.
 - (3) Sample identification including full information as to manufacturer, model, catalog number, finish number, and other required information.
 - (4) Space for A-E's review stamp.
- I. When samples are rejected by the A-E, submit new samples immediately after notification of rejection, and mark them "Resubmitted Samples," in addition to other information required on label.
- J. The right to require additional submission of samples of any materials or material lists is reserved, whether or not specifically mentioned in Specifications.

12. **FIELD SAMPLES** (When required by these specifications)

- A. Field samples (mock-ups), when required, shall be prepared at the site, at location designated by County's Project Manager.

- B. Approved mock-ups will be used as the standard for all other similar work on the Project. Protect such approved mock-up sample areas at all times, until directed by County Project Manager to remove.

13. **PRODUCT DATA**

- A. Submit manufacturer's literature, specifications, installation or application recommendations, brochures, diagrams, schedules, charts, illustrations or other data as may be required to describe the product and its performance characteristics.
- B. Assemble submittal using manufacturer's original printed catalog data, or a permanent (non-fading) reproduction. Block-out or otherwise identify portions of product sheet which does not pertain to the work.
- C. Show all critical dimensions, and clearances required, wiring diagrams, and controls.
- D. Submit in same quantity as specified for shop drawings.

14. **MATERIAL LISTS**

- A. Submit as specified in the various Sections of the Specifications. Submit a list of proprietary products proposed for use in the work within 30 days after award of the Contract.
- B. Identify each product by manufacturer's name, products complete identification, Specification Section, and use.
- C. Quantity Required: As specified for shop drawings.

*** * * * * END OF SECTION 01350 * * * * ***

SECTION 01400 QUALITY REQUIREMENTS

1. SECTION INCLUDES

- A. Quality Control and Control of Installation.
- B. Tolerances.
- C. References.
- D. Mock-up Requirements.
- E. Testing and Inspection Services.
- F. Manufacturers' Field Services.
- G. Examination.
- H. Preparation.

2. QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. 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.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

3. TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

4. REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

5. MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be comparison standard for remaining Work.
- D. Where mock-up has been accepted by Architect/Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Architect/Engineer.

6. TESTING AND INSPECTION SERVICES

- A. The Owner or the registered design professional in responsible charge acting as the owner's agent shall employ and pay for specified services of an independent firm to perform testing and inspection.
- B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Architect/Engineer.
 - (1) Laboratory: Authorized to operate in State of California.
 - (2) Laboratory Staff: Maintain full time registered Engineer on staff to review services.
 - (3) Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

- C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Architect/Engineer.
- D. Reports will be submitted by independent firm to Architect/Engineer, 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, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - (1) Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - (2) Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect/Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
 - (1) Test samples of mixes submitted by Contractor.
 - (2) Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.
 - (3) Perform specified sampling and testing of products in accordance with specified standards.
 - (4) Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - (5) Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or products.
 - (6) Perform additional tests required by Architect/Engineer.
 - (7) Attend preconstruction meetings and progress meetings.

- I. Agency Reports: After each test, promptly submit three copies of report to Architect/Engineer and one to Contractor. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
- (1) Date issued.
 - (2) Project title and number.
 - (3) Name of inspector.
 - (4) Date and time of sampling or inspection.
 - (5) Identification of product and specifications section.
 - (6) Location in Project.
 - (7) Type of inspection or test.
 - (8) Date of test.
 - (9) Results of tests.
 - (10) Conformance with Contract Documents.
- J. Limits On Testing Authority:
- (1) Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - (2) Agency or laboratory may not approve or accept any portion of the Work.
 - (3) Agency or laboratory may not assume duties of Contractor.
 - (4) Agency or laboratory has no authority to stop the Work.

7. **MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Refer to Section 01350 - SUBMITTALS.

8. EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

9. PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

*** * * * * END OF SECTION 01400 * * * * ***

SECTION 01500 CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. SECTION INCLUDES

- A. Provide all construction facilities and temporary controls required for the execution of the work and fulfillment of the contract. Install and maintain said facilities and controls in accordance with applicable codes and regulations.
- B. Temporary Utilities and Services Include:
- (1) Electric lighting and power.
 - (2) Water.
 - (3) Heat and ventilation.
 - (4) Telephone service.
 - (5) Sanitation facilities.
 - (6) First aid, fire protection and other temporary facilities required by and in accordance with applicable legal requirements.
- C. Temporary Controls Include:
- (1) Construction aids.
 - (2) Barriers and enclosures.
 - (3) Security.
 - (4) Access roads and parking areas.
 - (5) Traffic regulations.
 - (6) Temporary project identification and signs.
Note: Official project identification signs are not required for this project.
 - (7) Field offices and storage sheds.
Note: For this project Contractor is not required to provide a field office for himself nor for the A-E nor for County Project Manager.
 - (8) Fire protection.

2. PAYMENT

- A. All costs, fees, permits, etc. for installation, operation, removal and restoration of work covered by this Section shall be borne by the Contractor.
- B. If any utilities are in place and in use by the County at the Project site, such utilities - excluding telephone -- may be utilized by the Contractor at no cost. See "Public Utilities" below for limitations.

3. WEATHER PROTECTION

- A. Provide weather-tight enclosures (or similar, as required) during construction to protect the work from damage, and as necessary to ensure suitable working conditions for the construction operation of all trades.

- B. Provide sandbags and/or other temporary drainage controls and improvements necessary to protect the work and the balance of the site from damage due to erosion or concentrated flows which result from, or are related to, the in-progress construction. All such controls shall be as approved by governing authorities, as applicable.

4. TELEPHONE SERVICES

Provide temporary telephone services for construction needs throughout the construction period.

5. TOILETS

- A. Provide and maintain temporary portable toilet and other sanitary facilities for all work-persons on the Project.
- B. The toilet facility shall be a weather-tight, elevated and floored structure with suitable light and ventilation. Toilets shall be kept in a clean and sanitary condition at all times.
- C. Toilet facilities in existing County buildings shall not be used by the Contractor, sub-contractors, suppliers, workers, and/or inspectors.

6. FIRST AID AND RELATED TEMPORARY FACILITIES

Provide as required by and in accordance with applicable legal requirements.

7. FIRE PROTECTION

- A. The Contractor shall take all necessary measures to protect the building and all areas of the project site against fire. Provide approved fire extinguishers, with special attention in areas of welding operations; maintain all areas in a safe condition, especially in storage areas.
- B. Observe all requirements specified in the various other Sections of the Specifications related to fire safety.

8. PERMANENT SYSTEMS USED AS TEMPORARY FACILITIES

- A. When any portion of the permanent systems are in operating condition, that part of the system may be used as a temporary facility, provided that the Contractor:
 - (1) Obtains County Project Manager's approval in writing.
 - (2) Assumes full responsibility for the system used.
 - (3) Pays all costs for operation, maintenance, cleaning and restoration of the system.
 - (4) Operates the system with the consent and supervision of the subcontractor responsible for the system's installation and ultimate performance.

9. MISCELLANEOUS TEMPORARY CONSTRUCTION AIDS

- A. Provide and maintain all miscellaneous temporary construction aids required for the proper execution of the work, including the following:
 - (1) Ladders, ramps and railings.

- (2) Scaffolding, hoists and bunkers.
 - (3) Chutes, barricades and enclosures.
 - (4) Platforms, swing staging, walks, etc.
- B. Locate such aids in and about the Project as is practicable, and where they will not interfere with the progress of the work. Remove promptly when no longer required for convenience or safety.

10. FENCES AND BARRICADES

- A. Furnish, erect and maintain all fences and barricades required by local ordinances, or public safety and necessity until completion of the project.
- (1) Fences shall be chain link acceptable to OC Public Works.
 - (2) Barricades to protect pedestrians from building construction shall be constructed of ½" painted (two coats) plywood and shall be free from projecting nails, boards or other hazards. The Contractor shall maintain barricades free from graffiti.
- B. No signs, other than those specified, shall be erected with out the written approval of the County Project Manager.
- C. Remove construction fences, barricades, and other related temporary construction upon completion of work, or sooner if authorized or required to maintain Project progress.

11. SAFETY PROVISIONS

- A. Precaution shall be exercised at all times for the protection of all persons and property.
- B. The safety provisions of applicable laws and building and construction codes shall be observed. Work, materials, and equipment used shall comply with the Occupational Safety & Health Act (OSHA) requirements, Federal and State Safety Orders.
- C. Install and maintain from the beginning to completion of the work all construction canopies, guardrails, lights and warning signs necessary and required by law or regulations.

12. POLLUTION AND ENVIRONMENTAL CONTROL

- A. Comply with all pollution control regulations in effect at site for all materials, equipment and work procedures used on the Project.
- B. Dust: Furnish water sprinkler equipment and maintain it in operation as deemed necessary by OC Public Works for dust control.
- C. Noise: All equipment shall be muffled to a level as approved by County Project Manager or as required by Ordinance or Regulation.

13. SITE SECURITY

- A. Security of the Contractor's material, equipment, work product and work site is the Contractor's responsibility.

- B. Employment of a security guard or for any time period, working hours or other than working hours, shall be left to the discretion of the Contractor. The Contractor shall be fully responsible for any theft or damage to any material, equipment or to any portion of the building, work, or site.

14. FIELD OFFICE, STORAGE SHEDS, EQUIPMENT STORAGE, STAGING AREAS

- A. Contractor Field Office - Not required for this project.

Contractor may provide a field office for his own convenience at his sole expense. Field office, if desired by Contractor, shall be subject to approval of the County Project Manager.

- B. Location and Removal of Field Offices, Sheds, Equipment Storage, Staging Areas
 - (1) Contractor and subcontractor field offices, on-site storage sheds, equipment storage, and staging areas shall be located within the project site limits and/or as approved by the County Project Manager.
 - (2) Contractor shall submit, at the Preconstruction Meeting, a location plan showing the arrangement of field offices, storage sheds, equipment storage, and staging areas for OC Public Works and A-E review/approval.
 - (3) Upon completion of the Project the Contractor shall promptly remove field offices, storage sheds, equipment storage, and staging areas, and restore areas used for such purpose as specified by the Construction Documents or, if not specified, to the condition prior to the inception of the project.
- C. Parking. Parking space is limited at the Project Site. Contractor should allow for no more than six vehicles on site at once. Parking area for Contractor (including work vehicles and personal cars for Contractor, subcontractors, etc.), will be designated by the County Project Manager.

15. FIELD ENGINEERING

- A. The Contractor has full responsibility for layout and establishment of lines and grades necessary for execution of the work. All temporary monuments shall be substantially established and shall be protected and maintained in place by the Contractor for the duration of the work.
- B. If any discrepancy exists between the lines and grades actually at the site and the existing lines and grades depicted on the drawings, the Contractor shall notify the County Project Manager at once, and before commencing work.
- C. The engineering survey work need not be performed by a State licensed surveyor or civil engineer, however it shall be performed in a professional manner in accordance with the requirements, standards, and practices exercised by licensed individuals.
- D. The surveyor shall check line, level, and plumb of every major element of the construction, and shall keep a log book recording all relevant data. The log book shall be available for review by County Representatives or the A-E at any time during construction, and it shall be submitted to the County Project Manager, along with the "as-built" drawings, upon completion of the Project. All deviations from line/grade requirements of the Contract Documents which are accepted (not corrected) by the Contractor shall be recorded in the log book and also shall be noted on the "as-built" drawings.

16. PUBLIC UTILITIES

- A. Protect all existing service utilities, lampposts, fire hydrants, irrigation systems, etc., private or public.
- B. Send proper notices, make all necessary arrangements, and perform all other services required in the provision, care, and maintenance of all public utilities necessary during construction and, if applicable, for permanent service upon completion.
- C. Enclosing or boxing-in of any public utility equipment for protection is the responsibility of the Contractor. Upon completion of the work, remove all such enclosures, patch/repair/fill-in all openings, reconvert to permanent service, and leave the work in a finished and safe condition.
- D. Provide and pay for natural gas, light and power, telephone and water used in performance of any work or any requirements of the Contract. Upon completion of the Project, remove all temporary pipe, backfill and compact trenches to 90% relative compaction (unless otherwise directed), and finish and/or restore the site.
 - (1) Water and Gas. Contractor shall, at his own expense, provide any and all temporary pipe for gas, water supply, and all valves and fittings as needed.
 - (2) Light and Power.
 - a. Maintain in a safe manner and utilize so as not to constitute a hazard to persons or property. Comply with all applicable legal requirements.
 - b. Provide temporary electrical power and as required throughout the construction period, so that power can be secured at any desired work location with not more than a 100 foot extension cable.
 - c. The following electrical work shall be provided as necessary to complete the work of the project:
 - (1) Power centers for miscellaneous tools and equipment used in the work.
 - (2) Lighting for safe and adequate working conditions throughout; 25 foot-candles minimum.
 - (3) Power for construction site offices and other temporary storage and construction buildings.
 - (4) Power for testing and checking equipment, and welding equipment.
- E. **If any utilities are in place and in use by the County at the Project site, such utilities -- excluding telephone -- may be utilized by the Contractor at no cost,** to the extent the utilities are available without impact to the County's operations. If County supplied utilities are utilized by the Contractor, the Contractor shall exercise conservation of energy and utility resources to the satisfaction of the County, or such provision of utilities by the County will be terminated at County's discretion.

* * * * * **END OF SECTION 01500** * * * * *

SECTION 01640
SUBSTITUTIONS AND PRODUCT OPTIONS

1. PRODUCTS LIST

- A. Within 35 days after award of the Contract, submit to the Architect a complete list of major products which are proposed for installation, with the name of manufacturer, trade name, and model.
- B. List products by specification number and title.

For products specified, only by reference standards, select any product meeting standards, by any manufacturer.

For products specified by naming several products or manufacturers, select any product and manufacturer named.

2. SUBSTITUTIONS

Procedures are described for requesting substitution of unlisted material, product, thing, or service, in lieu of material, product, thing, or service named in specifications.

- A. In accordance with Public Contract Code Section 3400, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall not be construed as limiting competition.
- B. In cases where the Contract calls for a designated material, product, thing or service by specific brand or trade name or there is only one brand or trade name listed, the item involves a unique or novel product application required to be used in the public interest or is the only brand or trade name known to the County and Architect.

In connection with the use of any substitute item approved by the County, it shall be the Contractor's responsibility to see that such items meet all space requirements, and that any alterations to connecting items necessitated by use of the alternate items are properly made, at no additional cost to the County

- C. In making a request for substitution, Contractor represents that:
- (1) He has investigated the proposed substitute product or method and determined that it is equal or better in all respects to that specified and that it fully complies with all requirements of the Contract.
- (2) He will meet all Contract obligations with regard to this substitution.

- (3) He will coordinate installation of accepted substitutions into the work, making all such changes and any required schedule adjustments, at no additional cost to the County, as may be required for the work to be completed in all respects.
 - (4) He waives all claims for additional costs and additional time related to substitutions which consequently become apparent. He also agrees to hold the County harmless from claims for extra costs and time incurred by other Subcontractors and suppliers.
 - (5) He will provide the same warranty and guarantee, and perform any work required in accordance therewith, for the substitution that is applicable to the specified item for which the substitution is requested.
 - (6) Material will be installed, handled, stored, adjusted, tested, and operated in accordance with the manufacturer's recommendation and as specified in the Contract.
 - (7) In all cases, new materials shall be used unless this provision is waived by notice from the County or the Architect, or unless otherwise specified in the Contract.
 - (8) All material and workmanship shall, in every respect, be in accordance with that which, in the opinion of the County or the Architect, is in conformity with approved modern practice.
- D. The County will be the sole judge of acceptability of any proposed substitution, and only approved substitutions may be used on Contract work.
- (1) Each request for substitution approval shall include:
 - (a) Identity of the product for which substitution is requested; include specification section page, and paragraph number;
 - (b) Identity of substitution; include complete product description, drawings, photographs, performance and test data, and any other information necessary for evaluation;
 - (c) Quality comparison of the proposed substitution with specified product;
 - (d) Changes required in other work because of the substitution;
 - (e) Effect on the Contract schedule;
 - (f) Cost comparison of the proposed substitution with specified product;
 - (g) Any required license fees or royalties;

- (h) Availability of products, parts, and local maintenance service;
 - (i) Source of replacement materials, if necessary.
- (2) Approval will be granted only when:
- (a) Specified product cannot be delivered without Project delay, or;
 - (b) Specified product has been discontinued, or;
 - (c) Specified product has been replaced by superior product, or;
 - (d) Specified product cannot be guaranteed as specified, or;
 - (e) Specified product will not fit within designated space, or;
 - (f) Substitution is otherwise determined by the County to be in its best interest.
- (3) The County will issue a Change Order authorizing approved substitutions and revising the Contract sum where appropriate.

*** * * * * END OF SECTION 01640 * * * * ***

SECTION 01700 CONTRACT CLOSEOUT

1. CLEANING

- A. Contractor shall remove, as fast as it accumulates, all dirt, debris, waste, rubbish, unused construction materials and implements of service from the buildings, the work area, and the entire site. Such materials shall not be used in backfilling nor buried anywhere on the site.
- B. At the completion of the work, thoroughly clean the interior and exterior of the buildings, including fixtures, equipment, floors and hardware, removing all misplaced plaster, paint and other finishes, and removing stains, dust, and dirt. Thoroughly clean all roofs, decks, sills, ledges, horizontal projections, steps, rails or other surfaces where dust and debris have accumulated. All glass and metal shall be cleaned and polished; ceramic tile surfaces and plumbing fixtures shall be cleaned properly.
- C. Prior to final inspection, the Contractor shall remove all his plant, tools, materials, sheds, temporary power poles and other articles from the property of the County. Should he fail to take prompt action, the County (at its option and without waiver of such other rights as it may have) may, on 30 days notice, treat them as abandoned property.

2. PROJECT RECORD DOCUMENTS

- A. The Contractor shall maintain on the job site a complete "as-built" record set of blue line prints. This set shall be corrected daily with red pencil to show every change from the original contract documents and shall be marked to show the precise horizontal and vertical location of concealed work. This shall not be construed as authorization for the Contractor to make changes in the layout work without definite instructions in each case.
- B. It is the responsibility of the Contractor to see that his subcontractors (especially mechanical and electrical trades) comply with these requirements.
- C. The record drawings, clearly marked, shall be turned over to the County at the completion of the project.

3. OPERATIONS AND MAINTENANCE DATA

- A. At 90 percent of construction completion, the Contractor shall submit to County, through the A-E, complete operating instructions, wiring and control diagrams, and maintenance manuals for all mechanical, electrical, conveying and specialty equipment installed in the facility. The data shall be complete at the time of submittal.

Partial submittals will be rejected. Initially, one copy of the submittal shall be submitted to the A-E for approval. Following approval, three complete sets, printed or typewritten sheets, shall be submitted in binders with suitable index tabs for each section. This submittal shall include all data deemed necessary by County to operate and/or maintain the equipment, such as:

- (1) Complete operating manuals.
 - (2) Maintenance manuals shall include:
 - (a) Maintenance instructions.
 - (b) Troubleshooting instructions.
 - (c) Wiring diagrams showing component values.
 - (d) Control diagrams.
 - (e) Parts lists, including ordering number.
 - (f) Component shop assembly drawings, including exploded views.
 - (g) Field assembly drawings.
 - (h) Recommended spare parts inventory for two years maintenance with itemized cost of each type of part.
 - (i) List of special tools, with cost of each tool, required in normal maintenance
- B. Prior to acceptance of the work, mechanical equipment must be put into operation in the presence of the A-E and County maintenance personnel and maintenance personnel must be instructed in the operation and maintenance of equipment.

4. GUARANTEES AND WARRANTIES

- A. Except as otherwise expressly provided in this contract, and in addition to all other warranties expressed, implied, or customary in the trade, the Contractor warrants all work to be free from defects of design, material, and workmanship, for a period of one year from date of Notice of Completion. The Contractor, promptly after receipt of notice, shall make good at its expense all defects developing during this period, including labor and material. If, in the opinion of County's Project Manager, defective materials or workmanship require immediate correction or attention to prevent loss to the County, or to prevent interruption of operations of the County, the County will attempt to give the notice required by this article, but the County may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the County will not relieve the Contractor of the guarantees provided in this article or elsewhere in this contract.

- B. All subcontractors', manufacturers', or suppliers' warranties and guarantees, expressed or implied, respecting any material or equipment used in or a part of the work (whether on equipment of the nature above specified or otherwise) shall be deemed obtained by the Contractor as the agent of the County and all such warranties and guarantees shall inure to the benefit of the County without the necessity of separate transfer or assignment thereof; provided that, if directed by the County Project Manager, the Contractor shall require such subcontractors, manufacturers, or suppliers to execute such warranties and guarantees in writing to the County.
- C. The remedies provided for in this clause shall not be restrictive of but shall be cumulative and in addition to all other remedies of the County in respect of latent defects or fraud, and any and all warranties expressed or implied.
- D. Failure by the Contractor to take corrective action on warranty performance problems and/or construction deficiencies within 24 hours after personal or telephonic notice by the County on items affecting use of facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County will be claimed against Contractor or, if necessary, the Performance Bond.

5. **COMPLETION**

In addition to those items previously mentioned in this section, the Contractor must submit to the County Project Manager the following items before Completion of the project can be considered:

- (1) Revised up-to-date subcontractor list with names, addresses, and phone numbers.
- (2) Building permit card signed as final by all inspectors.
- (3) Roof bond and other certificates as specified.
- (4) As-built material list on form supplied by County.
- (5) Copies of all test and inspection reports.
- (6) Provide Certificate of Use and Occupancy, if required.

*** * * * * END OF SECTION 01700 * * * * ***

SECTION 01730 OPERATIONS AND MAINTENANCE DATA

1. **MANUALS**

General:

Where manuals are required to be submitted covering items included in this work, prepare all such manuals in durable plastic binders approximately 8 1/2 by 11 inches in size and with at least the following:

- A. Identification on, or readable through, the front cover stating general nature of the manual.
- B. Neatly typewritten index near the front of the manual, furnishing immediate information as to the location, in the manual, of all data.
- C. Copy of all guarantees and warranties issued.
- D. Maintenance and operation instructions:
 - (1) Procure or prepare and include in manuals, operating and/or maintenance instruction for all equipment and/or materials that will require any adjustments, servicing, or attention for its proper operation or use.
 - (2) These instructions shall set forth all the information necessary for the County to operate, make full and efficient use of, and perform such maintenance and servicing as would ordinarily be done by County personnel.
 - (3) Write instructions in simple, non-technical language, when possible, with sufficient diagrams and explanation, where necessary, to be readily understandable to the average layman. Possible hazards shall be particularly pointed out with instructions cautioning against mistakes that might result in damage or danger to equipment, building, or personnel.

Extraneous data:

Where contents of manuals include manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete or otherwise clearly indicate all manufacturer's data with which this installation is not concerned.

2. **MANUAL CONTENT**

Neatly typewritten table of contents for each volume; arrange in systematic order.

List:

- A. Contractor, name of responsible principal, address, and telephone number.

- B. Each product including name, address, and telephone number of:
- (1) Subcontractor or installer.
 - (2) Recommended maintenance contractor.
 - (3) Local source for replacement parts.
- C. Product name and other identifying symbols as set forth in the Contract Documents.
- D. Product Data:
- (1) Include only those sheets which are pertinent to specific product.
 - (2) Annotate each sheet to:
 - (a) Clearly identify the specific product or part installed.
 - (b) Clearly identify data applicable to the installation.
 - (c) Delete references to inapplicable data.
- E. Drawings:
- (1) Supplement product data with drawings where necessary to clearly illustrate:
 - (a) Relations of component parts.
 - (b) Control and flow diagrams.
 - (2) Do not use "Project Record Documents" as maintenance drawings.
- F. Written Text:
- (1) Provide where necessary to supplement Product Data and drawings.
 - (2) Organize in consistent format under separate headings for different procedures.
 - (3) Provide a logical sequence of instructions for each procedure.
- G. Warranties and Maintenance Contracts
- Provide copies of each of the following:
- (1) Proper procedures in the event of failure.
 - (2) Instances which might affect validity of warranties or contracts.

3. **MANUAL FOR ARCHITECTURAL MATERIALS AND FINISHES**

Include the following manufacturer's data:

- A. Catalog number, size, composition.
- B. Color and texture designations.
- C. Required reordering information.
- D. Recommended cleaning materials and methods.
- E. Cautions against detrimental cleaning materials and methods.
- F. Recommended cleaning and maintenance schedule.

Submit specified information for the following, if applicable:

- A. Finish Hardware.
- B. Resilient Flooring.
- C. Fire Extinguishers.

4. **MANUAL FOR MECHANICAL EQUIPMENT AND SYSTEMS**

Include the following manufacturer's data:

- A. Description of unit and component parts including:
 - (1) Function, normal operating characteristics, and limiting conditions.
 - (2) Performance curves, engineering data, and tests.
 - (3) Complete nomenclature and commercial number of replaceable parts.
- B. Operating procedures including:
 - (1) Start-up, break-in routine, and normal operating instructions.
 - (2) Regulations, control, stopping, shut-down, and emergency instructions.
 - (3) Summer and winter operating instructions.
 - (4) Special operating instructions.

- C. Maintenance procedures including:
 - (1) Routine operations.
 - (2) Trouble-shooting guide.
 - (3) Disassembly, repair and reassembly.
 - (4) Alignment, adjusting, and checking.
 - (5) Servicing and lubricating schedule, including recommended lubrications.
- D. Manufacturer's printed operating and maintenance instructions.
- E. Control systems operation sequences.
- F. Parts list, illustrations, assembly drawings, and diagrams necessary for maintenance, including:
 - (1) Life expectancy of parts subject to wear.
 - (2) Items recommended to be stocked as spare parts.
- G. As-installed control systems diagrams.
- H. Color-code legend, if any.
- I. Valve tag number chart, with location and function of each valve.

5. **MANUAL OF UNIT AND COMPONENT PARTS INCLUDING**

- A. Description of unit and component parts including:
 - (1) Function, normal operating characteristics and limiting conditions.
 - (2) Performance curve, engineering data and tests.
 - (3) Complete nomenclature and commercial number of replaceable parts.
- B. Panelboard circuit directories indicating:
 - (1) Electrical service.
 - (2) Controls.
 - (3) Communications, if any.

- C. As-installed wiring color-code legend, if any.
- D. Operating procedure including:
 - (1) Routine and normal operating instructions.
 - (2) Sequences required.
 - (3) Special operating instructions.
- E. Maintenance procedures, including:
 - (1) Routine operations.
 - (2) Trouble-shooting guide.
 - (3) Disassembly, repair, and reassembly.
 - (4) Adjustment and checking.
- F. Manufacturer's printed operating and maintenance instructions.
- G. Parts list, including current prices, and recommended spare parts to be maintained in storage.

Submit specified information for the following:

Electrical equipment as specified in Sections 16000 through 16721 of these specifications.

6. **ADDITIONAL DATA**

Prepare and include the following:

- A. Additional data when need becomes apparent during instruction to County personnel.
- B. Additional data specified in other sections of Specifications to be included.

7. **SUBMITTAL SCHEDULE**

A. **Preliminary Draft:**

- (1) Submit two copies of the proposed format, approximately thirty (30) days before Substantial Completion.
- (2) The Architect will review and return one copy with comments.

B. Final Submittal:

- (1) Submit, in final form, one copy of complete data fifteen (15) days prior to final inspection. Copy will be returned with comments.
- (2) Submit four (4) copies, in approved final form, prior to final inspection and acceptance.

8. INSTRUCTION OF THE COUNTY'S PERSONNEL

Prior to final acceptance and payment, instruct the County's personnel in necessary operation, adjustment, and maintenance of the products, equipment, and systems.

Operating and maintenance manual shall constitute basis of instruction.

Review manual contents with the County's personnel, in detail, to explain all aspects of operations and maintenance.

A listing of all personnel receiving instructions, complete with signature verifying same, dates of instruction, and other pertinent data shall be delivered to the County upon completion of instruction session(s).

*** * * * * END OF SECTION 01730 * * * * ***

**SECTION 01740
WARRANTIES AND GUARANTEES**

1. SUBMITTAL REQUIREMENTS

Assemble Warranties, and Service and Maintenance Contracts, executed by each of the respective manufacturers, suppliers and Subcontractors.

Number of original signed copies required: Four (4) each.

Table of Contents: Neatly typed in orderly sequence.

Provide complete information for each one of the following items:

- A. Product or Work Item.
- B. Firm, with name of principal, address, and telephone number.
- C. Beginning date of Warranty, or Service and Maintenance Contract.
- D. Duration of Warranty, or Service and Maintenance Contract.
- E. Provide the following information for the County's Personnel:
 - (1) Procedures in case of failure or malfunction.
 - (2) Instances which affect Warranty or validity.
- F. Contractor, name of responsible principal, address, and telephone number.

2. SUBMITTAL FORM

Punch sheets for standard 3-ring binder.

Size: 8 1/2 x 11 inches.

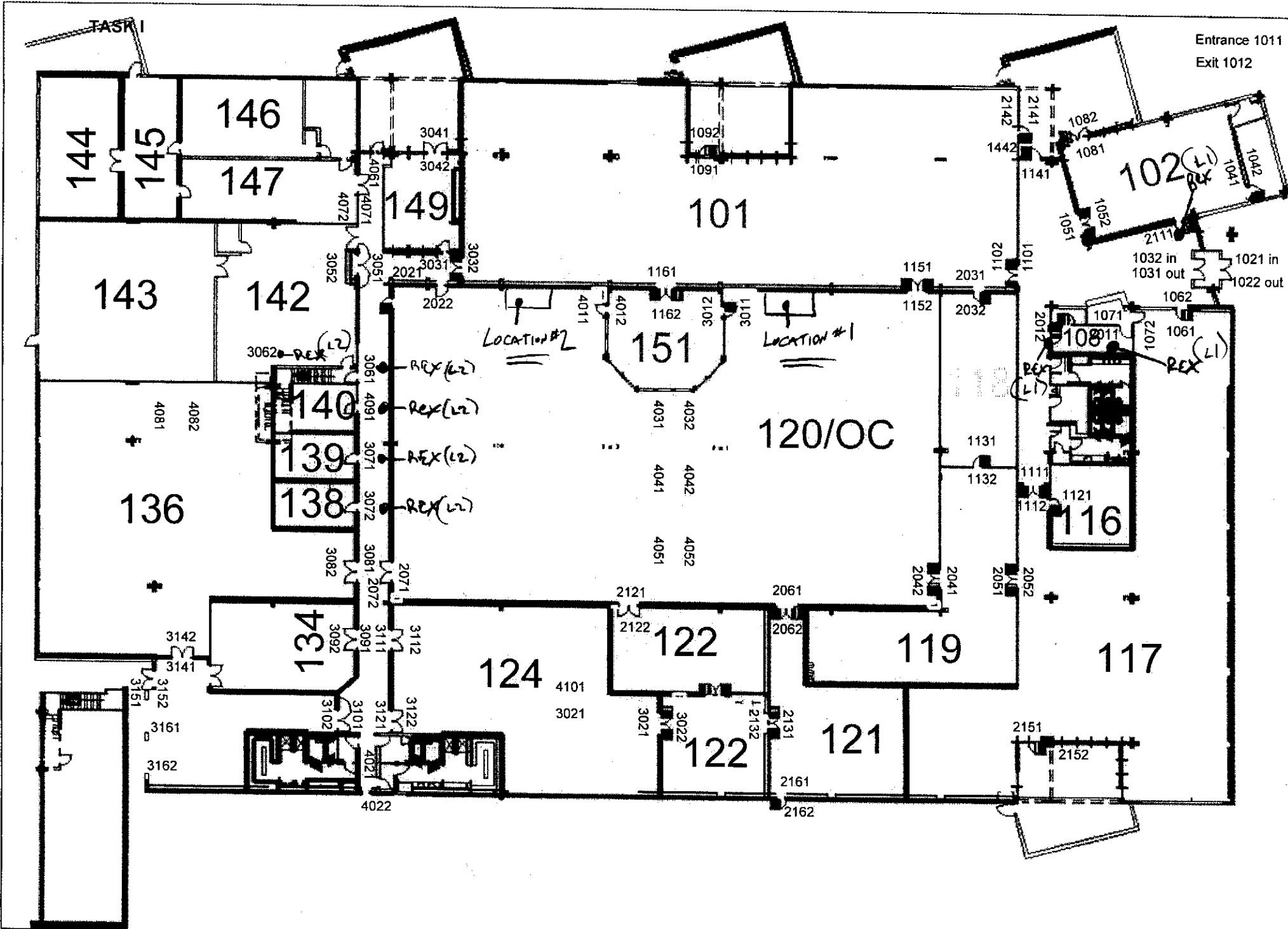
Fold larger sheets to fit into binder.

Cover:

Identify each packet with typed or printed title "WARRANTIES AND GUARANTEES." List:

- A. Title of Project.
- B. Name of Contractor.

* * * * * **END OF SECTION 01740** * * * * *



TASK I

1400 SOUTH GRAND, SANTA ANA

Question and Answers for Bid #080-586708 - Upgrade Physical Security Card Access - OC Data Center

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jan 5, 2013 4:00:00 PM PST