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COUNTY OF YOLO, CALIFORNIA

CONSTRUCTION AGREEMENT FOR
Yolo County 500 Jefferson Bldg. A Roof Replacement Project

500 Jefferson Bldg. A West Sacramento, CA 95695

CONTRACT NO. _____

This Agreement for Construction ("Agreement" or "Contract") is entered into as of January 14, 2025, between Diablo Roofing Inc., a California corporation ("Contractor"), and the County of Yolo ("County"), a political subdivision of the State of California.

1. SCOPE OF WORK. Contractor shall furnish all labor, services, transportation, materials, equipment, parts, and supplies necessary for the **Yolo County 500 Jefferson Bldg. A Roof Replacement Project ("the Project")** in strict accordance with the Project plans and specifications and Contract Documents. Contractor shall complete the Project per the Bid Schedule, not to exceed Six Hundred Five Thousand dollars and 00/100 ($605,000.00) ("Contract Price").

2. CONTRACT DOCUMENTS. The following documents defined as the "Contract Documents" in Section 1.12 of the General Conditions, are incorporated as if fully set forth herein by this reference and comprise the entire Agreement between the County and Contractor concerning the Project.

Proposal Response, including all required forms
Subcontractor List
Project Manual, Vol. I, Bidding and Contracting Requirements
Project Manual, Vol. II, Technical Specifications and Drawings
Asbestos Report
Performance Bond and Payment Bond
General Conditions
Notice to Bidders
Notice to Proceed
Project Plans and Specifications
Addendas
Asbestos & Other Hazardous Materials Certification
Change Orders Issued by the County

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of a conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions (Sections 4.02 and 20.08). In the event of any remaining conflict, the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

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3. CONDUCT OF WORK, CONTRACT ADMINISTRATOR. Contractor shall perform the services described in the Contract Documents in a in a good, workmanlike and substantial manner and to the satisfaction of the County and in a manner that causes the least possible inconvenience to County and the public and safeguards persons and property from any dangerous activities or conditions conducted or created by Contractor. County's Chief Deputy County Administration Officer shall administer this Agreement for County. County's Board of Supervisors may designate a different person to serve as Contract Administrator by giving advance written notice to Contractor.

(a) Work Schedule. Unless otherwise agreed pursuant to Section 3.01 of the General Conditions, Contractor shall begin work within ten (10) calendar days after receiving the Contract Administrator's Notice to Proceed and shall complete the work within **75 calendar days** after receiving that notice, followed by a 90 day maintenance period This work must be complete, operational, and be accepted by the County for its intended use for this milestone to be deemed complete.

(b) Liquidated Damages. Contractor shall pay County $400.00 a day liquidated damages for each day's delay (excluding Saturdays, Sundays, and County observed holidays) in completing the work beyond the time specified for completion of work. All other aspects of the payment of such damages shall be governed by Section 3.12 of the General Conditions and other relevant provisions thereof. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages County will suffer by delay in completion of the Project. The County is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, County is entitled to recover the balance from Contractor or its sureties. Use of the Project in whole or in part prior to substantial completion, shall not operate as a waiver of County's right to assess liquidated damages.

4. INDEMNIFICATION. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall provide indemnification and defense of the County as set forth in the General Conditions (see sections 2.05 and 2.06 of the General Conditions) and Section 00 62 10 of the Project Manual.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under the Contract Documents, Contractor shall use counsel reasonably acceptable to the County.

5. COMPENSATION; PREVAILING WAGE. The County shall pay to the Contractor as full compensation for the performance of this Agreement the Contract Price, subject to any additions or deductions as provided in the Contract Documents. All matters of compensation and payment shall be governed by the General Conditions, including but not limited to Article 25 thereof, provided, however that the total compensation to be paid by County to Contractor shall not

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exceed the Contract Price. The statement of prevailing wages appearing in the General Prevailing Wage Rate Determinations of the Director of the State of California Department of Industrial Relations are incorporated herein by reference. When two rates differ for similar kinds of labor, Contractor shall pay not less than the higher rate. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the County, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the prevailing wage laws.

6. INSURANCE. Contractor shall maintain the insurance required by the General Conditions and the following insurance while performing the work covered by this Agreement. The comprehensive general liability insurance shall include broad form property damage insurance.

(a) Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

1. **Commercial General Liability** Occurrence form Insurance policy (ISO CG 00 01 or equivalent) covering all operations by or on behalf of Contractor, including coverage for:

   a) Premises and Operations

   b) Products and completed Operations

   c) Contractual Liability insuring the obligations assumed by Contractor in this agreement or Blanket Contractual Liability Coverage

   d) Broad Form Property Damage (including Completed Operations)

   e) Explosion, Collapse, and Underground Hazards

   f) Personal Injury Liability

   Limits of liability shall be not less than:

   $5,000,000 each occurrence (combined single limit for bodily injury and property damage)

   $5,000,000 for Personal Injury Liability

   $5,000,000 for Products Completed Operations

   $10,000,000 General Aggregate

   If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be $10,000,000.

2. **Automobile Liability** – Insurance policy (ISO CA 00 01) covering Bodily Injury, Property Damage and contractual Liability coverage for "Any Auto" which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with limits no less than $1,000,000 occurrence (per accident for bodily injury and property damage) and $2,000,000 policy aggregate.

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3. **Workers' Compensation** – Statutory Limits/**Employers' Liability** – No less than $1,000,000 per accident for bodily injury or disease.

4. **Builder's Risk** – (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Contractor's Pollution Legal Liability Insurance** – Limits of no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

(b) The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

1. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

2. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

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4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

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(c) Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

(d) During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

(e) Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontracts in excess of one million dollars shall comply with the same insurance requirements as the general contractor. Adjustments will be considered by the County based upon the subcontractors scope of work for amounts under one million dollars. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

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(f) Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

7. COMPLIANCE WITH LAWS.

(a) Contractor shall comply with all relevant federal, state, and local statutes, regulations, ordinances, rules, orders, and other laws in effect when performing the services required by this Agreement, all as set forth in the General Conditions (including but not limited to Article 20 thereof), and including, but not limited to, the provisions of the California Labor Code and California Public Contract Code that are applicable to this Project.

(b) By its signature hereunder, Contractor further certifies that it is aware of the provisions of Section 3700 of the Labor Code et seq. which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this contract.

(c) Contractor further represents and warrants that it is eligible to work on the Project pursuant to Labor Code Sections 1777.1 and 1777.7 and other applicable provisions of law. Further, Contractor acknowledges that it is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on public works project pursuant to Labor Code Sections 1777.1 and 1777.7.

8. INDEPENDENT CONTRACTOR. While performing the services required by this Agreement for Construction, Contractor shall act as an independent contractor, not as an employee of County, and thus shall be subject to the direction and control of County only for the final result. Contractor shall be solely responsible for paying all required employment taxes and for meeting all employment obligations related to its performance of the services, including but not limited to payment of worker's compensation, liability insurance, social security taxes (i.e., FICA), and tax withholding. Moreover, Contractor shall indemnify, defend (upon County's written request), and protect County from any liability County may incur to federal or state governments for such taxes and obligations. This Agreement does not entitle Contractor or its officers, employees, subcontractors, or agents to vacation pay, sick leave, retirement benefits, disability or unemployment insurance, or employee benefits of any kind from County.

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9. INSPECTIONS. All inspections and any remedial action required in response thereto shall be governed by the General Conditions, including but not limited to Article 18 thereof.

10. PERFORMANCE AND PAYMENT BONDS. Within the time set forth in the Proposal and before performing any services pursuant to this Agreement, Contractor shall provide to County the bonds required by the General Conditions, including but not limited to Article 2 thereof. All other matters relating to bonds shall be governed by the General Conditions.

11. TERM OF AGREEMENT; EARLY TERMINATION. The term and termination of this Agreement shall be governed by the General Conditions, including but not limited to Article 27 thereof.

12. GUARANTY. Guarantees and warranties shall be governed by the General Conditions, including but not limited to Article 26 thereof.

13. AUDIT PROVISIONS. Contractor's records which shall include but not limited to accounting records, subcontract files, correspondence, change order files, and any other supporting evidence necessary to substantiate charges relating to this contact (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by County's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. For the purpose of such audits, inspections, examination, and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until six years after the date of final payment by County to Contractor pursuant to this Agreement.

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14. PROCEDURE FOR RESOLVING CLAIMS.

Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law. This claim resolution procedure shall control over any conflicting claim or dispute resolution procedure in the Contract Documents.

(a) Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.

(b) Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor for:

i. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the County;
ii. Payment by the County of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or
iii. An amount the payment of which is disputed by the County.

A "Claim" does not include any demand for payment for which the CONTRACTOR has failed to provide notice, request a Contract Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

(c) Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Price or Contract Time, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the County and shall include on its first page the following words in

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16 point capital font: "THIS IS A CLAIM." The Claim shall include all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

(d) Documentation. The Contractor shall submit all Claims in the following format:

i. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Documents provisions pursuant to which the Claim is made
ii. List of documents relating to Claim:
    i. Specifications
    ii. Drawings
    iii. Clarifications (Requests for Information)
    iv. Schedules
    v. Other
iii. Chronology of events and correspondence
iv. Narrative analysis of Claim merit
v. Analysis of Claim cost, including calculations and supporting documents
vi. Time impact analysis in the form required by the Contract Documents, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested.

(e) County's Response. Upon receipt of a Claim pursuant to this Section, the County shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) days after the County issues its written statement.

i. If the County needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the County's governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the County shall have up to three (3) days following the next duly publicly noticed meeting of the County's governing body after the forty-five (45) day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
ii. Within thirty (30) days of receipt of a Claim, the County may request in writing additional documentation supporting the Claim or relating to defenses or Claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual

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agreement of the County and the Contractor. The County's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days (if the Claim is less than $50,000, within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(f) Meet and Confer. If the Contractor disputes the County's written response, or the County fails to respond within the time prescribed, the Contractor may so notify the County, in writing, either within fifteen (15) DAYS of receipt of the County's response or within fifteen (15) days of the County's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(g) Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the County issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and the Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

i. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

iii. Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

iv. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

(h) Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with

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Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

(i) Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

i. Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

(j) Government Code Claim Procedures.

i. This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

ii. In addition to any and all requirements of the C pertaining to Contract Documents notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for extra work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the County.

iii. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved

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after all procedures pertaining to adjustment of the Contract Time or Contract Work for extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the County.

iv. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims known to Contractor or that should reasonably by known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

(k) Non-Waiver. The County's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this Section.

15. MISCELLANEOUS.

(a) Notice. Except as provided in Section 6, all correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone number:

County:
Yolo County General Services Department
Ryan Pistochini, Director of General Services
120 West Main Street, Ste C
Woodland, CA 95695
Telephone: (530) 666-8888

Contractor:
Diablo Roofing, Inc.
Michael Singer, Project Manager
10227 International Blvd,
Oakland, CA 94603
Telephone: (510) 766-6021

If written, correspondence shall be sent by personal delivery (including overnight delivery service); by U.S. Mail, postage prepaid; or by fax during business hours. Notices must be actually received to be effective.

(b) Time of Essence. Time is of the essence of this Agreement.

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(c) Interpretation and Jurisdiction. This Agreement shall be interpreted and applied in accordance with California law. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract. Any action or proceeding arising out of this Contract shall be filed in a California Superior Court located in Woodland, California.

(d) Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in a writing signed by the waiving party.

(e) Assignments and Subcontracts. Contractor shall not assign this Agreement. Contractor may subcontract any of the services described in Section 1 (Scope of Work) with County's prior written consent. Contractor shall require each subcontractor to agree in writing to be bound by Section 4 (Indemnification) and Section 6 (Insurance) of this Agreement. County shall consider all subcontractors to be Contractor's employees, and Contractor shall be responsible for their work.

(f) Integration. This Agreement sets forth the parties' entire understanding regarding the matters set forth in herein. It supersedes all prior Agreements and representations, written and oral, and may be modified only by a written amendment approved by County's Chief Deputy County Administration Officer and signed by County and Contractor.

(h) Effective date. This Agreement shall be effective on the last date shown below.

(i) Public Record. Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

[*Signatures on Following Page*]

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IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth above.

COUNTY OF YOLO:

By: _____

Ryan Pistochini
Director of General Services

CONTRACTOR:

By: Signed by: Mike Singer 1869050C4C5D4FC... _____

(Signature)

Mike Singer

(Print Name & Title) Project Manager

1/8/2025

(Date)

APPROVED AS TO FORM
Philip J. Pogledich, Yolo County Counsel

By Signed by: Kimberly Hood 8F28F402B2A2431... _____

Kimberly Hood
Chief Asst. County Counsel

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ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the County.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: 1/9/2025

Name of Contractor: Diablo Roofing Inc

Signature: Signed by: Mike Singer 1869050C4C5D4FC...

Print Name: Mike Singer

Title: Project Manager

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SECTION 00 41 00

BID FORM

Project: Yolo County 500 Jefferson Bldg. A Roof Replacement Project

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Yolo ("the County") in the form included in the Contract Documents, Document 00 52 00 Construction Agreement (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents and the Notice to Bidders, including without limitation, those dealing with the disposition of Bid security. Bidder will sign and submit the Agreement with Bonds and other documents required by Document 00 20 00 Instructions to Bidders, within ten (10) calendar days after receipt of the County's Notice of Award.

3. In submitting this Bid, Bidder represents:

   (a) Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

Date	Number
11/14/2024	1
11/25/24	2
12/5/24	3
12/9/24	4

   (b) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

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(c) Bidder has examined thoroughly and understood all reports, drawings and/or reports, available for Bidding purposes and accepts the determination set forth in these documents and Document 00 70 00 General Conditions of the limited extent of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so identified, Bidder does not and shall not rely on any other information contained in such reports and drawings.

(d) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 3(c) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;

(e) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(f) Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

(continued next page

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Bid Schedule

Yolo County500 Jefferson Bldg. A Roof Replacement Project

Contractor / Company: Diablo Roofing Inc

***All line items on Bid Schedule form must be completed for valid bids.** The costs for any work shown or required in the Plans and Specifications, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the work.

Bid Item No.	Description	Unit of Measure	Unit Price	Quantity	Extended Price
Contractor Price Schedule for 500 Jefferson Bldg. A Roof Replacement Project					
BASE BID TOTAL PRICE-$ 605,000					
BASE BID TOTAL PRICE-Written in Words Six **Hundred** five Thousand					

Company:	**Diablo Roofing Inc**
By:	**Michael Singer**
Signature:	
Date:	**12/18/24**
Earliest Available Mobilization Date:	**02/1/25**

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Base Bid Total Price for the
Yolo County 500 Jefferson Bldg. A Replacement Project

(written) **Seven Hundred Ten Thousand six hundred dollars** **Dollars**

Enclosed find Bidder's Bond, certified check or cashier's check No. **8208425-969327** of the

The Ohio Casualty Insurance (Company/Bank), for $ **605,00**.

Dated this **18th** day of **December**, 2024

5. Subcontractors are listed on the attached document 00 43 00, Subcontractors List.

6. The undersigned understands that the County reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of one hundred twenty (120) calendar days from the date prescribed for its opening (to accommodate State financing process).

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within the stipulated time after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00 20 00 Instructions to Bidders including, but not limited to, Document 00 52 00 Construction Agreement, Document 00 61 00 Performance Bond, and Document 00 62 00 Payment Bond and Escrow Bid Documents, all within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.

8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

9. The undersigned herewith encloses a cash, cashier's check, certified check or corporate surety bond in the amount of ten percent (10%) of the total of Bid Items and made payable to: County of Yolo and is subject to all conditions imposed by law.

10. The undersigned agrees to commence work under this Contract on the date established and to complete all work within the time specified in Document 00 52 00 (Construction Agreement).

11. The undersigned agrees that, in accordance with Document 00 70 00 General Conditions liquidated damages for failure to complete all work in the contract within the time specified are as set forth in Document 00 52 00 (Construction Agreement).

12. The undersigned herewith encloses the completed Bidder's Bond – 00 42 00.

13. The undersigned herewith encloses the completed Subcontractors List – 00 43 00.

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14. The undersigned herewith encloses the completed Bidder Information Sheet – 00 44 00.

15. The undersigned herewith encloses the completed List of Successful Projects form – 00 45 00.

16. The undersigned herewith encloses the completed Non-Collusion Declaration – 00 45 10.

17. The undersigned herewith encloses the completed Joint Apprenticeship Committee Certification– 00 45 26.

18. The undersigned herewith encloses the completed Statement re No Apprenticeship Violation – 00 45 27.

19. The undersigned herewith encloses the completed Acknowledgment re: Health Care Expenditure Requirement – 00 45 28.

20. The undersigned herewith encloses the completed Certification Against Lobbying – 00 45 46. (reserved)

21. The undersigned herewith encloses the completed Iran Contracting Act-00 62 20.

22. The undersigned herewith encloses the completed Document 00 62 21 Fleet Compliance Certification.

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23) The names of all persons interested in the foregoing Bid as principals are:

Michael Singer

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

Name of Bidder: Diablo Roofing Inc
Legal Name of Corporation or Firm

CA Contractor's License No. 1069338

DIR Registration No. 1000712175

Business Address 10227 International Blvd. Oakland, CA 94603

Email Address Mikes@diabloroof.com

Telephone Number 510-766-6021

Date of Bid 12/19/24

Signature of Bidder (Authorized to sign contracts on behalf of the Corporation or Firm)

Michael Singer
Printed Name

Project Manager
Title

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SECTION 00 42 00

COUNTY OF YOLO BIDDER'S BOND

We, Diablo Roofing, Inc. as Principal, and The Ohio Casualty Insurance Company as Surety, are bound unto THE COUNTY OF YOLO as Owner (Obligee), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the **Yolo County 500 Jefferson Bldg. A Roof Replacement Project** for which bids are to be opened in public at the **General Services Department, Procurement Division 120 West Main Street, Ste C, Woodland, CA 95695.**

NOW THEREFORE, if Principal is awarded the Contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force.

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

Dated: December 2nd, 2024

Diablo Roofing, Inc.

By: _____
Principal

The Ohio Casualty Insurance Company
Surety

By: _____
Attorney-in-Fact Matthew R. Dobyns

ADDRESS OF SURETY FOR SERVICE OF NOTICE:

790 The City Drive South, Suite 200

Orange, CA 92868

NOTE: Signature of those executing for the Surety shall be properly acknowledged and accompanied by a Certificate of Acknowledgement

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208425-969327

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley M. Spohn, Hamilton Kenney, Matthew R. Dobyns, Randy Spohn

all of the city of Santa Ana state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of July , 2022 .

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of July , 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of December , 2024 .

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of ORANGE

On December 2nd, 2024 **before me,** ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS,

☒ who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity ~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

ERIKA G. MORGAN
COMM. #2354018
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Expires May 5, 2025

WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
  ____
- ☐ PARTNER(S) ☐ LIMITED
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: ____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

____
____

DESCRIPTION OF ATTACHED DOCUMENT

____
____
____
____

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SECTION 00 43 00

SUBCONTRACTOR LIST

Yolo County 500 A Jefferson Bldg. A Roof Replacement Project. The General Contractor shall list below all subcontractors who will be performing categories of work in excess of one- half (1/2) of one percent (1%) of the General Contractor's total bid price. All work not covered within the following list will be performed directly by the General Contractor. Yolo County will follow public contract Code Section 4104, where bids submitted must contain at least the Subcontractors; name, location of the place of business, CSLB No., DIR No., and type of work to be performed. The County will allow the other required information about the subcontractor to be submitted up to 24 hours after the bid submittal deadline. Copy to use additional forms as necessary.

WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO.	CA LICENSE TYPE AND NO.	MAILING ADDRESS	PHONE NUMBER
Asbestos Removal	Parc Environmental	4,000	1000002856	501913 C22 - C39	P.O Box 10077, Fresno CA 93745	559-233-7156

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SECTION 00 44 00

BIDDER INFORMATION SHEET

The Bidder must check one of the following classifications that fit its type of business organization and furnish all information required under that classification.

Please type or print your answers.
Attach a copy of license(s) upon which you intend to rely.

(●) BIDDER IS A CORPORATION

The full name of the corporation as it appears on the State Contractor's License is:

Diablo Roofing, Inc.

Corporation is incorporated in the State of:

California

( ) BIDDER IS AN INDIVIDUAL

Bidder's name as it appears on State Contractor's License is:

( ) BIDDER IS A PARTNERSHIP

Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

The full names of all partners as they appear on State Contractor's License are:

County in which any Certificate of Doing Business Under Fictitious Name is filed – (If none, so state):

California

Accompanying this proposal is Bid Bond (NOTICE: INSERT THE WORDS "CASH ($_____)", "CASHIER'S CHECK", "CERTIFIED CHECK", OR "BIDDER'S BOND", AS THE CASE MAY BE) in amount equal to at least ten (10) percent of the total of the Bid.

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The names of all persons interested in the forgoing proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

President: Adrian Contreras

Licensed in accordance with an act providing for the registration of contractors,

License No. 1069338 Classifications(s) C39
(A copy of the afore-referenced license must be supplied at Notice of Award.)

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda number/s 1 through 4

(Fill in addenda numbers if addendas have been received and insert, in this proposal, any Engineer's Estimate sheets that were received as part of the addenda)

CERTIFICATION OF BIDDER FOR PROPOSAL:

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code are true and correct. By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Declaration required by Public Contract Code Section 7106 and Part 24 Debarment and Suspension Certification are true and correct.

The person or persons executing this proposal on behalf of a corporation or a member of partnership, shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of Yolo.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms, otherwise the Bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are of this Proposal.

Executed this 18th day of December at Oakland CA, California.

Sign Here: 

by Michael Singer

Name and Title of Bidder

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SECTION 00 45 00

LIST OF SUCCESSFUL PROJECTS

Bidders must have experience in new construction and bidders must list below a minimum of five similar projects of not less than 50% of the total work scope of this project and within the last eight years.

Bidder name: Diablo Roofing, Inc.

	Project Location	Project Description	Contract Dollar Amount	Name and Phone # of Owner's Representative
1	Madera Government Center Roofing 200 W. 4th St Madera, CA 93637	Full tear off. Re-Roof 2PLY Garland.	$1,219,000.00	Janelle Clark (559)675-7703
2	Miramonte High School 750 Moraga Way Orinda, CA	Tear off replace with 2 ply mod bit roof Garland.	$3,031,000.00	Tommy Rodriguez (925) 280-3961
3	City Hall Fremont Building A & B 3300 Capitol Ave Fremont, CA 94538	Removal of exisitng single ply roof. Re-roofed 3 buildings with single ply.	$2,917,826.00	Jimmy Chen (510)494-4715
4	Madera Mult Sites Madera, CA	Re-roof 4 buildings. We applied single ply.	$929,000.00	Susan Harautuneian (559)675-4609
5	Foothill De Anza Community College 12345 El Monte Rd Los Alto Hills, CA	Roof replacement on 3 buildings , demo to dens deck and added singly ply.	$830,610.00	Welianto Lu (415)988-3014

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SECTION 00 45 10

NON-COLLUSION DECLARATION

Non-Collusion Declaration To Be Executed By Bidder and Submitted with Bid
(Public Contract Code Section 7106)

State of California)
) ss.
County of Yolo)

The undersigned declares:

I am the Project Manager of Diablo Roofing Inc, 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 December 18th [date], at oakland [city], California [state].

Name of Bidder Diablo Roofing Inc

Signature

Name and Title Michael Singer, Project Manager

Dated 12/18/24

Note: Bidders are cautioned that making a false certification may subject the bidder to criminal prosecution

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SECTION 00 45 26

JOINT APPRENTICESHIP COMMITTEE PARTICIPATION CERTIFICATION

The County has adopted a Joint Apprenticeship Committee (JAC) participation requirement for certain public projects estimated to cost more than one-million dollars ($1,000,000). A JAC means an apprenticeship program comprised of an equal number of employer and employee representatives approved by the State of California Division of Apprenticeship Standards. This JAC requirement is in addition to the apprenticeship requirements of the Prevailing Wage Laws.

To satisfy the County's JAC participation requirement, Contractors must submit evidence satisfactory to the Procurement Manager or the Procurement Manager's designee that they participate in a JAC by being a signatory to a JAC or employ registered apprentices dispatched by a JAC. Such evidence may be in the form of a signed letter from a JAC confirming the Contractor is a signatory to a JAC or has hired registered apprentices who are active participants of a JAC.

By signing below, Contractor acknowledges the County's JAC participation requirement and certifies that it satisfies this requirement. Failure to submit this form and attach evidence of compliance with this requirement shall result in a determination that the bid is non-responsive.

Name of Contractor Submitting Bid: Diablo Roofing Inc

Signature: _____

Name and Title: Michael Singer, Project Manager

Date: 12/18/24

Occupation(s)/Trade(s)/Craft(s):

Local 81 Roofers & Waterproofers

Name of JAC: East & north Bay Roofers & Waterproofing JATC

Include Attachment – JAC Letter or other evidence of JAC participation

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SECTION 00 45 27

STATEMENT RE NO APPRENTICESHIP VIOLATION

I am the Project Manager [Title] of Diablo Roofing Inc [Contractor]
and I am authorized to make this statement on Contractor's behalf.

During the past three (3) years, Contractor has not been found in violation of any provision of State or local apprenticeship laws or regulations.

Signature: _____

Printed Name: Michael Singer

Date: 12/18/24

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SECTION 00 45 28

ACKNOWLEDGMENT RE: HEALTH CARE EXPENDITURE REQUIREMENT

As set forth in the County's Policy on Procurement, the County has adopted the following requirement regarding Health Care Expenditures for certain public projects estimated to cost more than one million dollars ($1,000,000):

> Each Contractor with construction craft employees shall make health care expenditures for each such employee in an amount per hour worked on the Covered Project equivalent to at least the hourly pro rata cost of a Covered California Platinum level plan for two 40-year-old adults and two dependents 0 to 14 years of age for the Covered California rating area in which the development is located. Qualifying expenditures shall be credited toward compliance with prevailing wage payment requirements up to the amount determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code. Health care expenditures in excess of that amount shall not be so credited. "Health care expenditures" include contributions under Sections 501(c) or (d) or 401(a) of the Internal Revenue Code and payments toward "medical care" as defined under Section 213(d)(1) of the Internal Revenue Code. A Contractor that is signatory to a valid collective bargaining agreement that requires payment of at least the prevailing wage, participation in a joint labor-management apprenticeship program, and the provision of health care payments for all construction craft employees shall be deemed in compliance. A Contractor without construction craft employees shall show a contractual obligation that its subcontractors comply with this paragraph.

The Project is a "Covered Project" and subject to this health care expenditure requirement.

By signing below, Contractor acknowledges that Contractor has read and will comply with this health care expenditure requirement or, alternatively, that Contractor is a signatory to a valid collective bargaining agreement, which requires payment of at least the prevailing wage, participation in join labor-management apprenticeship program, and the provision of health care payments for all construction craft employees.

Failure to submit this acknowledgment form shall result in a determination that the bid is non-responsive.

Name of Contractor Submitting Bid: _Diablo Roofing Inc_____

Signature:_____

Name and Title: _Michael Singer, Project Manager_____

Date: _12/18/24_____

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SECTION 00 62 20

IRAN CONTRACTING ACT

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

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: _____

Printed Name: Michael Singer

Title: Project Manager

Firm Name: Diablo Roofing Inc

Date: 12/18/24

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

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FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☒ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Diablo Roofing Inc

Signature: _____

Name: Michael Singer

Title: Project Manager

Date: 12/18/24

FOR USE BY THE PRIME CONTRACTOR WITH THE COUNTY OF YOLO

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DIABLO
ROOFING INC
& WATERPROOFING

December 5, 2024

RE: Section 00 62 23 Fleet Compliance Certification

To whom it may concern,

Diablo Roofing fleet does not fall under this regulation. None of our fleet vehicles are equipped with a diesel engine.

Standard Diablo trucks are Ford F150 equipped with either a V6 or V8 gas engine.

Mike Singer| Diablo Roofing INC.

10227 International Blvd. Oakland, CA 94603

PH 510.766.6021
CA #1069338
DIR #1000712175

DIABLO
ROOFING INC
& WATERPROOFING

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dca CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number 1069338 CORP

Business Name DIABLO ROOFING INC

Classification(s) C39

Expiration Date 09/30/2026 www.cslb.ca.gov

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The Division of Apprenticeship Standards apprentice certification

STATE OF CALIFORNIA — Gavin Newsom, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS
P.O. Box 420603
San Francisco, CA 94142-0603

To whom it may concern:

The Division of Apprenticeship Standards hereby certifies that, according to transactions recorded as of November 19, 2024, the below named individual is registered with the State of California as an apprentice in the occupation during the period between the start date and the end date or completion (comp) date listed below. If there is no end date for an occupation, the Apprentice is currently registered in that occupation. Occupations marked with an asterisk (*) are certified as apprenticeable occupations for Public Works projects. For individuals who have completed an approved 20 hour safety training, the course and the date completed are listed below.

Name	Occupation	Action	Effective Date	Cert. id
Michael Daniel Grimm	* Roofers And Waterproofers	Start	01-24-2024	GrimM8334

If you have any questions please contact your local Division of Apprenticeship Standards office.

Glen Forman
Deputy Chief

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The Division of Apprenticeship Standards apprentice certification

STATE OF CALIFORNIA — Gavin Newsom, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
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Name	Occupation	Action	Effective Date	Cert. id
Andrew A. Woods	* Roofers And Waterproofers	Start	06-29-2015	WoodA9524
Andrew A. Woods	* Roofers And Waterproofers	End	08-31-2016	WoodA9524
Andrew A. Woods	* Roofers And Waterproofers	Start	06-12-2017	WoodA9524
Andrew A. Woods	* Roofers And Waterproofers	End	08-30-2019	WoodA9524
Andrew A. Woods	* Roofers And Waterproofers	Start	04-07-2022	WoodA9524
Andrew A. Woods	* Roofers And Waterproofers	End	02-16-2023	WoodA9524
Andrew A. Woods	* Roofers And Waterproofers	Start	05-20-2024	WoodA9524

If you have any questions please contact your local Division of Apprenticeship Standards office.

Glen Forman
Deputy Chief

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The Division of Apprenticeship Standards apprentice certification

STATE OF CALIFORNIA — Gavin Newsom, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS
P.O. Box 420603
San Francisco, CA 94142-0603

To whom it may concern:

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Name	Occupation	Action	Effective Date	Cert. id
Joseph Vigil	* Field Ironworker Reinforcing / Field Structural Ironworker	Start	07-24-2018	VigiJ3257
Joseph Vigil	* Field Ironworker Reinforcing / Field Structural Ironworker	End	05-16-2019	VigiJ3257
Joseph Vigil	* Field Ironworker Reinforcing / Field Structural Ironworker	Start	12-21-2020	VigiJ3257
Joseph Vigil	* Field Ironworker Reinforcing / Field Structural Ironworker	End	11-18-2021	VigiJ3257
Joseph Vigil	* Roofers And Waterproofers	Start	11-27-2023	VigiJ3257
Joseph Vigil	* Roofers And Waterproofers	End	09-20-2024	VigiJ3257

If you have any questions please contact your local Division of Apprenticeship Standards office.

Glen Forman
Deputy Chief

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U.S. DEPARTMENT OF LABOR - OFFICE OF APPRENTICESHIP
APPRENTICESHIP CERTIFICATION

Diablo Rfg
10227 International Blvd
Oakland, CA 94603

The following individuals are apprentices registered with the U.S. Department of Labor, Office of Apprenticeship, under the sponsorship of program **CA000070124 - East & North Bay Roofers & Waterproofers JATC:**

East & North Bay Roofers & Waterproofers JATC
420 Leisure Street
Livermore, CA 94551

Apprentice ID	SSN	Apprentice Name	Occupation	Date Apprenticeship Began	Date Cancelled	Date Completed
CA2024001443	***-**-8334	GRIMM, MICHAEL DANIEL	ROOFER (0480 V1) Time-Based	1/24/2024		
CA2023021801	***-**-3257	VIGIL, JOSEPH	ROOFER (0480 V1) Time-Based	11/27/2023	9/11/2024	
CA2017177150	***-**-9524	WOODS, ANDREW ANTWON	ROOFER (0480 V1) Time-Based	6/12/2017		

Certified by the U.S. Department of Labor

Date Issued: 11/20/2024

****VOID 90 DAYS FROM ISSUE DATE****

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BAY AREA COUNTIES ROOFING/WATERPROOFING
JOINT APPRENTICESHIP TRAINING PROGRAM
420 Leisure Street, Livermore, CA 94551
PHONE: 510-628-3650 FAX: 510-628-3655
www.rwprogram.com

November 20,2024

To Whom It May Concern,

This letter is to verify that Diablo Roofing & Waterproofing Inc. requests and employes registered apprentices. Currently Diablo utilizes apprentices on a job-by-job basis utilizing a Division of Apprenticeship Standards 140 form.

Apprentices are dispatched by Roofers and Waterproofers Local #81 and are registered with the East Bay& North Bay Counties Roofers & Waterproofers Joint Apprenticeship and Training Committee, Division of Apprenticeship File #2898.

If you have any further questions about this matter, you can contact me at (408) 591-3155.

Daniel E. Smith
Director
(408) 591-3155
dan@rwprogram.com

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PROJECT MANUAL

Volume I: Bidding and Contracting Requirements

Yolo County 500 Jefferson Bldg. A Roof Replacement Project
West Sacramento, CA 95605

October 23, 2024

Bids Due before 2:00PM, Wednesday December 19, 2024 at Yolo County General Services
Procurement Division
120 West Main Street, Suite C
Woodland, CA 95695

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SECTION 00 01 10

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SECTION 00 01 15

LIST OF BID DOCUMENTS

BID DOCUMENTS

A. PROJECT MANUAL
   1. Volume 1: Bidding and Contracting Requirements dated October 23, 2024
   2. Volume 2: Technical Specifications dated September 26, 2024

B. PROJECT PLANS
   3. Volume 3: Yolo County 725 Court Street IFB Drawings dated September 27, 2024,

C. SUPPLEMENTAL DOCUMENTS

   4. Asbestos Report dated 10-01-2024

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SECTION 00 12 00

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the County of Yolo will receive sealed bids in accordance with the provisions of the Public Contract Code from contractors licensed for the furnishing of all labor, materials, equipment, transportation, mobilization, demobilization, permitting, disposal and any other required services for the performance of the following Work:

Yolo County 500 Jefferson Bldg. A Roof Replacement Project

West Sacramento, CA

The extent of work is identified in the Technical Specifications Volume II.

All work to be performed during the hours of 7:30am-5:00pm, Monday through Friday.

Plans and Specifications for the work will be available as noted herein.

All questions regarding Plans and Specifications and Interpretations or Clarifications for this Initiation for Bid must be entered electronically through Periscope (formerly Bid Sync at (https://www.BidSync.com). The County's Project Manager will respond to all Contractor questions through the Periscope (formerly Bid Sync) Question and Answer section on this website.

SEALED BIDS:

Sealed bids on the above project shall be filed with Yolo County General Services Department, Procurement Division, located at 120 West Main Street, Suite C., Woodland, CA 95695, before **2:00 pm** on **Thursday, December 19, 2024.**

All bids must be marked clearly on the envelope:

"Yolo County 500 Jefferson Bldg. A Roof Replacement Project"

Said bids will be opened in public after **2:15 pm** of said day at Yolo County General Services Department -Procurement Division 120 West Main Street, Ste. C, Woodland, CA 95695. Bids shall be submitted only on forms provided in the Bid Documents and shall be accompanied by all documents and information required to be submitted by the Instructions to Bidders and by law. No bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding one hundred twenty (120) calendar days. The low bidder, for purposes of the award, shall be the responsive bidder offering the low lump sum amount for the base bid and meeting all other bid submittal requirements. The County reserves the right to reject any or all bids.

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CONTRACTOR'S LICENSE REQUIRED:

The Board will not consider or accept any bids from contractors who are not licensed to do business in the State of California. Contractor warrants and represents that he/she holds a valid California license pursuant to the State Contractors License Act [Business and Professions Code Section 7000, et seq.], that his/her license is in good standing and that he/she possess a Class A or Class B; C-39, C-43, C-10, & C-2 license and any other additional licensing needed to perform all required categories and type of work -- or any others as identified per design plan. Copies of the Contractor's State Contractor license(s) must be provided, along with their bid.

REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:

Each proposal shall have listed therein the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (½ of 1%) of his total Bid in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100, through 4113 inclusive of the Public Contract Code. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Notice is hereby given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each bidder and listed subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the bidder to be registered at the time of bidding shall render the bid non-responsive and unavailable for award. Bidder's listing of an unregistered subcontractor may render the bid non-responsive and unavailable for award unless such failure is the result of an inadvertent error and the provisions of Labor Code section 1771.1 apply.

JOINT APPRENTICESHIP COMMITTEE PARTICIPATION REQUIREMENT

The County has adopted additional requirements for certain "Covered Projects" as defined in the County's Policy on Procurement. This Project is considered a "Covered Project" and is subject to the County's Joint Apprenticeship Committee (JAC) participation requirement. The County has adopted a JAC participation requirement for certain public projects estimated to cost more than one-million dollars ($1,000,000). A JAC means an apprenticeship program comprised of an equal number of employer and employee representatives approved by the State of California Division of Apprenticeship Standards. This JAC requirement is in addition to the apprenticeship requirements of the Prevailing Wage Laws.

To satisfy the County's JAC participation requirement, Contractors must submit with their bid the Joint Apprenticeship Committee Participation Certification with signed evidence satisfactory to the Procurement Manager or the Procurement Manager's designee that they participate in a JAC by being a signatory to a JAC or employ registered apprentices dispatched by a JAC. Such evidence may be in the form of a signed letter from a JAC confirming the Contractor is a signatory to a JAC or has hired registered apprentices who are active participants of a JAC.

In addition, Bidders must submit a signed "Statement Re: No Apprenticeship Violation" confirming the Bidder has not been found in violation of any provision of state or local apprenticeship laws or regulations in the past three years.

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HEALTH CARE EXPENDITURE REQUIREMENT

The County has also adopted the following health care expenditure requirement for certain public projects estimated to cost more than one-million dollars ($1,000,000):

Each Contractor with construction craft employees shall make health care expenditures for each such employee in an amount per hour worked on the Covered Project equivalent to at least the hourly pro rata cost of a Covered California Platinum level plan for two 40-year-old adults and two dependents 0 to 14 years of age for the Covered California rating area in which the development is located. Qualifying expenditures shall be credited toward compliance with prevailing wage payment requirements up to the amount determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code. Health care expenditures in excess of that amount shall not be so credited. "Health care expenditures" include contributions under Sections 501(c) or (d) or 401(a) of the Internal Revenue Code and payments toward "medical care" as defined under Section 213(d)(1) of the Internal Revenue Code. A Contractor that is signatory to a valid collective bargaining agreement that requires payment of at least the prevailing wage, participation in a joint labor-management apprenticeship program, and the provision of health care payments for all construction craft employees shall be deemed in compliance. A Contractor without construction craft employees shall show a contractual obligation that its subcontractors comply with this paragraph.

Bidders must submit a signed Acknowledgment confirming they have read and will comply with this requirement.

CALIFORNIA AIR RESOURCES BOARD REQUIREMENT

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

The County is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidders must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

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BID EXAMINATION AND PREPARATION:

Project Documents may be obtained at Periscope (formerly Bid Sync) at (https://www.BidSync.com) or at the Yolo County Website (under *Doing Business with the County*). Documents will be available beginning on October 24, 2024. It is the bidder's responsibility to arrange for printing services to obtain printed copies of the bid documents. The contract documents may also be examined at the following locations:

Construction Bid Board
Dodge Data & Analytics
Sacramento Regional Builders Exchange
Placer County Contractors Association & Builders

The Bidder shall carefully examine the Bid Documents, including the Plans and Specifications and the Asbestos Inspection Report, and satisfy the Bidder as to their sufficiency, and shall not at any time after submission of the Bid, dispute or complain of such Plans or Specifications nor assert that there is any misunderstanding in regard to the location, extent or nature or amount of work to be performed in accordance thereto. Should a Bidder find discrepancies or omissions in the Plans and Specifications, the Bidder shall notify the Project Manager immediately. Interpretations or clarifications considered necessary by the Project Manager shall be by addenda, mailed or electronically delivered to all plan holders and acknowledged on Bid form. Questions received after **2:00 p.m. of November 14, 2024** will not be answered. The issuance and release of the final addendum is estimated to be **Thursday , November 21, 2024.**

The Bid shall have all items filled in and the signatures of all persons signing the Bid shall be in long-hand. Mistakes must be corrected, and the correction inserted and initialed in ink by the person signing the Bid. Erasures and/or correction fluid are NOT acceptable. Changes must be lined out and corrections inserted adjacent and initialed by the bidder's authorized representative. No proposal will be considered which makes exceptions, changes or reservations to the Plans and Specifications.

The bids must supply all information required by the bid documents & specifications. Bids must be full and complete. The County reserves the right in its sole discretion to reject any bid as non-responsive as a result of any omission or error in the bid.

SUBSTITUTIONS:

Bids shall be based on products and systems specified in the Bid Documents or listed by name in addenda. Contractors and materials suppliers may submit requests for substitutions up to 35 days following Notice of Award.

NON-COLLUSION DECLARATION:

Bidders shall include with their bids a signed declaration under penalty of perjury stating that their bid is not a sham or a collusive bid. The declaration is to be signed exactly as worded; no alternate wording will be accepted. The declaration is included with the bid.

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DEBARMENT AND SUSPENSION

By signing and submitting a bid for the Project, Bidder represents and warrants that it is eligible to bid and work on this project pursuant to Sections 1777.1 and 1777.7 of the California Labor Code and other applicable provisions of law. Further, Bidder acknowledges that it is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on public works project pursuant to Sections 1777.1 and 1777.7.

ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 ("Executive Order") imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Executive Order or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Executive Order is in effect. By signing and submitting a bid, Bidder acknowledges and represents that it is aware of and shall comply with the Executive Order and that Bidder is not a target of economic sanctions pursuant to the Executive Order or the federal government, nor is Bidder conducting prohibited transactions with sanctioned individuals or entities. Violation of the Executive Order shall be grounds for County to terminate the Construction Agreement.

BONDS AND INSURANCE REQUIRED:

A bid security shall be provided with each Bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid and shall be cash, a certified check or cashier's check drawn to the order of the County of Yolo or a Bidder's Bond executed by a surety satisfactory to the County of Yolo in the form provided in the Proposal section of these Bid Documents. The Bidder to whom award is made shall provide Certificates of Insurance as required in Article 2 of the General Conditions, and shall complete and submit the Performance Bond and Payment Bond forms contained in the Contract Documents.

PREVAILING WAGE PROVISION:

a. Pursuant to Labor Code Section 1770 et seq., 1773, 1773.1, 1773.2, 1773.6, 1773.7, and 1720 each laborer or mechanic of contractor or any subcontractor engaged in work on the project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between contractor or any subcontractor and such laborers and mechanics. Interested parties may obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101, or at www.dir.ca.gov/dlsr/pwd.

b. Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him/her.

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c. The foregoing specified prevailing wage rates are minimum rates only, and the contractor may pay any wage rate in excess of the applicable rates contained in this Contract.

d. Pursuant to Labor Code Section 1775, the contractor as a penalty to the owner shall forfeit $200.00 for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor. NOTE: an error on the part of an awarding body does not relieve the contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

e. Prevailing wage rates are available through the following website: https://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

f. All contractors and subcontractors are subject to the provisions of Sections 1810 through 1814 of the California Labor Code which provide for the maximum hours a worker is to be employed and the amount and rate of overtime compensation.

AWARD OF CONTRACT:

Bids will be considered for award by the Yolo County General Services Department. The County of Yolo reserves the right after opening bids to reject any or all bids, or to waive any informality (non-responsiveness) in any bid, or to make award to the lowest responsive, responsible bidder and reject all other bids, as it may best serve the interests of the County.

If this Contract is to be awarded, the Notice of Award shall be issued to the lowest responsible, responsive bidder within One-Hundred Twenty (120) days following the bid opening.

As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the County. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bid Bond. Award will then be considered to the next lowest responsible Bidder.

All bids will be compared using the Opinion of Probable Cost prepared by the AE of Record for the project. For the purposes of bonding, the OPC for the base bid work is in the range of $777,000.00.

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PRE-BID CONFERENCE:

A mandatory pre-bid conference is scheduled for **2:00pm** on **November 7, 2024,** at the project site located at 500 A Jefferson Blvd, West Sacramento, CA 95605. The County shall allow a ten-minute grace period for tardiness to the job walk. Any questions that can be answered at that time by direct reference to the Contract, Plans and Specifications, will try to be answered. Questions that cannot be so answered will be addressed, as necessary, by written addendum. Submission of a bid shall be considered an acknowledgment of familiarity with the Contract, Plans and Specifications, and conditions at the site. Oral statements made during the bidding period may not be relied upon and will not be binding or legally effective.

PROJECT MANAGER:

All communications relative to the Contract Documents and Plans shall be posted on Periscope (formerly BidSync). No oral responses to any questions concerning the content of the Plans and Contract Documents will be given. Responses, if any, will be in the form of written addenda to the Contract Documents and Plans.

By order of the Yolo County General Services Department, County of Yolo, State of California.

By:

Chris Rice
County of Yolo
Project Manager

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SECTION 00 20 00

INSTRUCTIONS TO BIDDERS

1. Bids are requested for a general construction contract, or work described in general, as follows:
   Yolo County 500 Jefferson Bldg. A Roof Replacement Project

2. The County of Yolo will receive sealed bids from Bidders as stipulated in Document 00 12 00, Notice to Bidders.

3. Apparent low Bid will be based solely on: Base Bid Price. All Bidders are required to submit Bids on all bid items.

4. Bidders must submit bids on Document 00 41 00 Bid Form. Bids not submitted on the required form shall be deemed non-responsive and shall not be considered.

5. Bidders must submit cash, a cashier's check, a certified check or a corporate surety bond of not less than ten percent (10%) of amount bid, payable to the County, with their Bids. Required form of corporate surety bond, Document 00 42 00 County of Yolo Bidder's Bond, is provided by the County. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

6. Bidders must submit names of all subcontractors and their respective bid item sub-bids on Document 00 43 00 Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Any violation of this provision may result in Bid being deemed non-responsive and not being considered.

7. Bidders must submit Document 00 44 00 Bidder Information Sheet with their bids. Bids submitted without the Bidder Information Sheet will be deemed non-responsive and will not be considered.

8. Bidders must submit Document 00 45 00 List of Successful Projects. Bids submitted without the list will be deemed non-responsive and will not be considered.

9. Bidders must submit Document 00 45 10 Non-collusion Declaration with their bids. Bids submitted without the declaration will be deemed non-responsive and will not be considered.

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10. Bidders must submit Document 00 45 26 Joint Apprenticeship Committee Certification

11. Bidders must submit Document 00 45 27 Statement re No Apprenticeship Violation

12. Bidders must submit Document 00 45 28 Acknowledgment re: Health Care Expenditure Requirement

13. Bidders must submit Document 00 45 46 Certification Against Lobbying with their bids. Bids submitted without the certification will be deemed non-responsive and will not be considered.
(reserved)

14. Bidders must submit Document 00 62 20 Iran Contacting Act with their bids. Bids submitted without the certification will be deemed non-responsive and will not be considered.

15. Bidders must submit Document 00 62 21 Fleet Compliance Certification with their bid. Bids submitted without the form will be deemed non-responsive and will not be considered.

16. Bidders must supply all information required by Bid documents and specifications. Bids must be full and complete. The County reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid.

17. A mandatory Pre-bid Conference and Site Visit will be held as referenced in Document 00 12 00, Notice to Bidders, to clarify such matters as Bidders may request. The referenced Pre-bid Conference and Site Visit will take approximately two hours. The County will transmit to all prospective Bidders of record such Addenda as the County in its discretion considers necessary in response to questions arising at the Pre-bid Conference. The sign in sheet at the Pre-bid conference will be posted by addendum on Periscope (formerly Bid Sync) following the Pre-bid conference. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued as a result of the Pre-bid Conference, shall constitute the sole and exclusive record and statement of the results of the Pre-bid Conference.

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18. Bids shall be clearly written without erasure or deletions. The County reserves the right to reject any Bid containing erasures or deletions.

19. Bidders may not modify Bid Form or qualify their Bids.

20. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent and location of Work to be performed. Bidder must complete the tasks listed below in subsections as a condition to bidding and submission of Bid shall constitute the Bidder's express representation to the County that Bidder has fully completed the following:

    (A) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, existing facility conditions for demolition and removal, Site, locality, actual conditions, existing access and facility conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

    (B) Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as-built and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.

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21. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the bid documents.

(C) DIR REGISTRATION AND NOTICE: To be qualified to bid on, be listed in a bid proposal or engage in the performance of any public work contract subject to Labor Code section 1720, contractors and subcontractors must be registered with the Department of Industrial Relations. Failure to provide this information at the time of bid will result in disqualification. Please see http://www.dir.ca.gov/Public-Works/PublicWorks.html for more information. No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work provided at the time of bid. If awarded a contract, the bidder and its subcontractors, at all tiers, shall maintain active registration with the Department of Industrial Relations for the duration of the project. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(D) A ***reminder*** to General Contractors in regard to State Public Contracting and apprenticeship, there are additional local Yolo County requirement concerning participation in a Joint Apprenticeship Committee and a Health Care Expenditure requirement that apply to the Project pursuant to the County's Procurement Rules. See Section 00 12 00, 0045, 26, 00 45 27, and 00 45 28 for additional information regarding these requirements and the related forms that must be included with your bid.

22. All questions regarding Plans and Specifications and Interpretations or Clarifications for this Invitation for Bid must be entered electronically through the County's electronic solicitation system, **Periscope (formerly Bid Sync)** at https://www.BidSync.com. The County Project Manager will respond to all Contractor questions through the Periscope (formerly Bid Sync) Question and Answer section on this website. Questions received less than seven (7) days prior to the date for opening Bids may not be answered. Only questions answered in BidSync or by formal written Addenda posted in Periscope (formerly BidSync) will be binding. Oral and other interpretations or clarifications will be without legal effect.

23. Addenda may also be issued to modify the Bidding Documents as deemed necessary by the County and consultants.

24. Addenda shall be acknowledged on Bid Form by number and shall be part of Contract Documents. Contractor shall be responsible for obtaining all addenda published and complete listing of Addenda may be secured from the Project Manager.

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25. Substitutions: Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Contractors and materials suppliers may submit requests for substitutions up to thirty-five (35) days following the Notice of Award.

(E) Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project (see Specification Section 01 25 00 for criteria). Insufficient information shall be ground for rejection of substitution.

(F) Substitutions may be requested after Contract is signed in accordance with requirements specified in Document 00 70 00 General Conditions and Specifications Section 01 25 00.

(G) Substitutions may not be requested during bidding or between bid opening and issuance of the Notice of Award.

26. Bids will be received at County of Yolo, Procurement Division Office 120 West Main Street, Suite C, Woodland, CA 95695 by the County and/or Project Manager who will receive them and time/date them. Bids submitted by mail must be received prior to the opening of bids; the County will not be held responsible for the failure of delivery.

(H) Envelopes or boxes must be sealed, and marked with name and address of the Bidder, and addressed to:

Yolo County Procurement Division
120 West Main Street, Suite C
Woodland, CA 95695

(I) Mark envelopes:

Yolo County 500 Jefferson Bldg. A Roof Replacement Project

(J) Envelopes must be submitted by date and time shown in Document 00 12 00, Notice to Bidders.

(K) Bids must contain the following, fully executed documents:

1) Document 00 41 00 Bid Form: Must be filled in and signed by Bidder.

2) Cash, Cashier's Check or Certified Check, or Document 00 42 00 County of Yolo Bidder's Bond: If submitted, Document 00 42 00 is to be executed by Bidder and its surety.

3) Document 00 43 00 Subcontractors List: If Bidder intends to employ sub-contractors, it is necessary to furnish information required on this form, in accordance with instructions contained herein. It is acceptable for the bidder to provide the city and state only on bid day and within 24 hours of the bid due date provide the mailing addresses & phone numbers."

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4) Document 00 44 00 Bidder Information Sheet

5) Document 00 45 00 List of Successful Projects

6) Document 00 45 10 Non-collusion Declaration: To be subscribed and sworn before a notary public.

7) Document 00 45 26 Joint Apprenticeship Committee Certification with attachment [JAC Letter or other evidence of JAC participation]

8) Document 00 45 27 Statement re No Apprenticeship Violation

9) Document 00 45 28 Acknowledgment Re: Health Care Expenditure Requirement

10) Document 00 45 46 Certification Against Lobbying-reserved

11) Document 00 62 20 Iran Contacting Act

12) Document 00 62 21 Fleet Compliance Certification

27. Envelopes will be opened in public following receipt of bids at 2:15pm on **December 19, 2024,** at Yolo County General Services Department-Procurement Division 120 West Main Street, Ste. C., Woodland, CA.95695.

28. The following documents are to be executed and submitted by apparent low Bidder after Bids have been opened and duly inspected. Failure to properly and timely submit these documents entitles the County to reject the bid as non-responsive.

(L) Submit the following documents to Procurement by 5:00 p.m. of the TENTH business day following NOTICE OF AWARD. Award of contract depends upon approval of State Department of Finance, Insurance Certificates and Endorsements, Document 00450 Contractor Information Form, and any required safety submittals.

1) Document 00 52 00 Construction Agreement: To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature.

2) Document 00 61 00 Performance Bond: To be executed by successful Bidder and surety.

3) Document 00 62 00 Payment Bond: To be executed by successful bidder and surety.

4) Insurance Certificates and Endorsements required by Document 00 70 00 General Conditions Article 2

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(M) Pursuant to Section 1777.5 (d) of the California Labor Code, the Apparent Low Bidder and each of its subcontractors who employ workers in any apprenticeable craft or trade shall employ apprentices in the ratio set forth in Section 1777.5 of the California Labor Code and shall apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the Project for a certificate approving the contractor (Apparent Low Bidder) and subcontractors under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. The Apparent Low Bidder shall provide documentation of proof of compliance with applicable apprenticeship requirements upon request by the County. This requirement is in addition to the obligation to participate in the County's Joint Apprenticeship Committee requirement and Health Care Expenditure set forth in Section 00 12 00 'Notice to Bidders,' as well as 00 45 26, 00 45 27, and 00 45 28 in this Project Manual.

29. Any bid protest must be submitted in writing to Procurement before 5 p.m. of the FIFTH business day following the posting of the **Intent to Award** on Periscope (formerly Bid Sync).

(O) The initial protest document must contain a complete statement of the basis for the protest.

(P) The protest must refer to the specific portions of all documents, which form the basis for the protest.

(Q) The protest must include the name, address and telephone number of the person representing the protesting party.

(R) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

(S) The County will issue a decision on the protest. If the County determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for a future contract award.

(T) The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

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30. The County reserves the right, acting in its sole discretion, to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if the County believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right, acting in its sole discretion, to waive inconsequential or immaterial deviations not involving price, time or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items.

31. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.

32. In evaluating Bids, the County will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the County's satisfaction within the prescribed time.

33. Special attention is directed to contractors for Covid-19 precautions and requirements during construction. Refer to Section 01 10 00 Summary of Work for description of minimum requirements.

34. Special Requirements:

    A. The Contractor’s workers and equipment shall be limited to the work areas as designated by this contract. In the event the Contractor, his/her employees, or subcontractors fail to adhere to the County’s security provisions, the County has the right to deny access to the work site to that employee or subcontractor without an extension of time being granted to the Contractor.

    B. No smoking shall be allowed on construction site per County’s policy.

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C. GENERAL PROJECT MANAGEMENT SOFTWARE

1. County has directed its Contractor to use the County's project management Software to track and manage the project. The County currently utilizes Trimble's E-Builder project management software.

2. Use of this project management software will not replace or change any Contractual responsibilities of the construction team members.

3. Each project team member of the Contractor: Superintendent, Project engineer, Scheduler and Project Manager, et al., shall have access to the Internet e-mail address in order to communicate with various project team members. The Contractor shall provide immediately upon receipt of Notice to Proceed confirmation of these conditions and the names, positions, and e-mail addresses to the County.

4. The Contractor is required to utilize the County's project management software for the pay application process. Unless otherwise directed or authorized in writing by the County or County's construction manager, all applications for payment and all supporting documents shall be in electronic format and submitted using the County's project management software.

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SECTION 00 41 00

BID FORM

Project: Yolo County 500 Jefferson Bldg. A Roof Replacement Project

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Yolo ("the County") in the form included in the Contract Documents, Document 00 52 00 Construction Agreement (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents and the Notice to Bidders, including without limitation, those dealing with the disposition of Bid security. Bidder will sign and submit the Agreement with Bonds and other documents required by Document 00 20 00 Instructions to Bidders, within ten (10) calendar days after receipt of the County's Notice of Award.

3. In submitting this Bid, Bidder represents:

   (a) Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

   (b) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

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(c) Bidder has examined thoroughly and understood all reports, drawings and/or reports, available for Bidding purposes and accepts the determination set forth in these documents and Document 00 70 00 General Conditions of the limited extent of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so identified, Bidder does not and shall not rely on any other information contained in such reports and drawings.

(d) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 3(c) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;

(e) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(f) Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

(continued next page

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Bid Schedule

Yolo County500 Jefferson Bldg. A Roof Replacement Project

Contractor / Company: _____

***All line items on Bid Schedule form must be completed for valid bids.** The costs for any work shown or required in the Plans and Specifications, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the work.

Bid Item No.	Description	Unit of Measure	Unit Price	Quantity	Extended Price
Contractor Price Schedule for 500 Jefferson Bldg. A Roof Replacement Project					
BASE BID TOTAL PRICE-$					
BASE BID TOTAL PRICE-Written in Words					

Company:	
By:	
Signature:	
Date:	
Earliest Available Mobilization Date:	

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Base Bid Total Price for the
Yolo County 500 Jefferson Bldg. A Replacement Project

(written) **Dollars**

Enclosed find Bidder's Bond, certified check or cashier's check No._____of the

_____(Company/Bank), for $_____.

Dated this_____day of_____, 2024

5. Subcontractors are listed on the attached document 00 43 00, Subcontractors List.

6. The undersigned understands that the County reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of one hundred twenty (120) calendar days from the date prescribed for its opening (to accommodate State financing process).

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within the stipulated time after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00 20 00 Instructions to Bidders including, but not limited to, Document 00 52 00 Construction Agreement, Document 00 61 00 Performance Bond, and Document 00 62 00 Payment Bond and Escrow Bid Documents, all within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.

8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

9. The undersigned herewith encloses a cash, cashier's check, certified check or corporate surety bond in the amount of ten percent (10%) of the total of Bid Items and made payable to: County of Yolo and is subject to all conditions imposed by law.

10. The undersigned agrees to commence work under this Contract on the date established and to complete all work within the time specified in Document 00 52 00 (Construction Agreement).

11. The undersigned agrees that, in accordance with Document 00 70 00 General Conditions liquidated damages for failure to complete all work in the contract within the time specified are as set forth in Document 00 52 00 (Construction Agreement).

12. The undersigned herewith encloses the completed Bidder's Bond – 00 42 00.

13. The undersigned herewith encloses the completed Subcontractors List – 00 43 00.

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14. The undersigned herewith encloses the completed Bidder Information Sheet – 00 44 00.

15. The undersigned herewith encloses the completed List of Successful Projects form – 00 45 00.

16. The undersigned herewith encloses the completed Non-Collusion Declaration – 00 45 10.

17. The undersigned herewith encloses the completed Joint Apprenticeship Committee Certification– 00 45 26.

18. The undersigned herewith encloses the completed Statement re No Apprenticeship Violation – 00 45 27.

19. The undersigned herewith encloses the completed Acknowledgment re: Health Care Expenditure Requirement – 00 45 28.

20. The undersigned herewith encloses the completed Certification Against Lobbying – 00 45 46. (reserved)

21. The undersigned herewith encloses the completed Iran Contracting Act-00 62 20.

22. The undersigned herewith encloses the completed Document 00 62 21 Fleet Compliance Certification.

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23) The names of all persons interested in the foregoing Bid as principals are:

_____

_____

_____

_____

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

Name of Bidder: _____
Legal Name of Corporation or Firm

CA Contractor's License No. _____

DIR Registration No. _____

Business Address _____

_____

Email Address _____

Telephone Number _____

Date of Bid _____

_____
Signature of Bidder (Authorized to sign contracts on behalf of the Corporation or Firm)

_____
Printed Name

_____
Title

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SECTION 00 42 00

COUNTY OF YOLO BIDDER'S BOND

We, _____ as Principal, and

_____ as Surety, are bound unto THE COUNTY OF YOLO as Owner (Obligee), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the **Yolo County 500 Jefferson Bldg. A Roof Replacement Project for** which bids are to be opened in public at the **General Services Department, Procurement Division 120 West Main Street, Ste C, Woodland, CA 95695.**

NOW THEREFORE, if Principal is awarded the Contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force.

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

Dated: _____ _____

_____
Principal

_____
Surety

By: _____
Attorney-in-Fact

ADDRESS OF SURETY FOR SERVICE OF NOTICE:

_____

_____

_____

NOTE: Signature of those executing for the Surety shall be properly acknowledged and accompanied by a Certificate of Acknowledgement

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SECTION 00 43 00

SUBCONTRACTOR LIST

Yolo County 500 A Jefferson Bldg. A Roof Replacement Project. The General Contractor shall list below all subcontractors who will be performing categories of work in excess of one- half (1/2) of one percent (1%) of the General Contractor's total bid price. All work not covered within the following list will be performed directly by the General Contractor. Yolo County will follow public contract Code Section 4104, where bids submitted must contain at least the Subcontractors; name, location of the place of business, CSLB No., DIR No., and type of work to be performed. The County will allow the other required information about the subcontractor to be submitted up to 24 hours after the bid submittal deadline. Copy to use additional forms as necessary.

WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO.	CA LICENSE TYPE AND NO.	MAILING ADDRESS	PHONE NUMBER

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SECTION 00 44 00

BIDDER INFORMATION SHEET

The Bidder must check one of the following classifications that fit its type of business organization and furnish all information required under that classification.

Please type or print your answers.
Attach a copy of license(s) upon which you intend to rely.

_____

( ) BIDDER IS A CORPORATION

The full name of the corporation as it appears on the State Contractor's License is:

_____

Corporation is incorporated in the State of:

_____

( ) BIDDER IS AN INDIVIDUAL

Bidder's name as it appears on State Contractor's License is:

_____

( ) BIDDER IS A PARTNERSHIP

Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

The full names of all partners as they appear on State Contractor's License are:

_____

_____

County in which any Certificate of Doing Business Under Fictitious Name is filed – (If none, so state):

_____

Accompanying this proposal is _____ (NOTICE: INSERT THE WORDS "CASH ($_____)", "CASHIER'S CHECK", "CERTIFIED CHECK", OR "BIDDER'S BOND", AS THE CASE MAY BE) in amount equal to at least ten (10) percent of the total of the Bid.

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The names of all persons interested in the forgoing proposal as principals are as follows:

IMPORTANT NOTICE**:** If the Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

Licensed in accordance with an act providing for the registration of contractors,

License No. _____ Classifications(s) _____
(A copy of the afore-referenced license must be supplied at Notice of Award.)

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda number/s

_____

(Fill in addenda numbers if addendas have been received and insert, in this proposal, any Engineer's Estimate sheets that were received as part of the addenda)

CERTIFICATION OF BIDDER FOR PROPOSAL:

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code are true and correct. By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Declaration required by Public Contract Code Section 7106 and Part 24 Debarment and Suspension Certification are true and correct.

The person or persons executing this proposal on behalf of a corporation or a member of partnership, shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of Yolo.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms, otherwise the Bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are of this Proposal.

Executed this_____ day of _____ at _____, California.

Sign Here: _____

by

_____
Name and Title of Bidder

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SECTION 00 45 00

LIST OF SUCCESSFUL PROJECTS

Bidders must have experience in new construction and bidders must list below a minimum of five similar projects of not less than 50% of the total work scope of this project and within the last eight years.

Bidder name:_____

	Project Location	Project Description	Contract Dollar Amount	Name and Phone # of Owner's Representative
1				
2				
3				
4				
5				

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SECTION 00 45 10

NON-COLLUSION DECLARATION

Non-Collusion Declaration To Be Executed By Bidder and Submitted with Bid
(Public Contract Code Section 7106)

State of California)
) ss.
County of Yolo)

The undersigned declares:

I am the _____ of _____, 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], at _____[city], _____[state].

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

Note: Bidders are cautioned that making a false certification may subject the bidder to criminal prosecution

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SECTION 00 45 26

JOINT APPRENTICESHIP COMMITTEE PARTICIPATION CERTIFICATION

The County has adopted a Joint Apprenticeship Committee (JAC) participation requirement for certain public projects estimated to cost more than one-million dollars ($1,000,000). A JAC means an apprenticeship program comprised of an equal number of employer and employee representatives approved by the State of California Division of Apprenticeship Standards. This JAC requirement is in addition to the apprenticeship requirements of the Prevailing Wage Laws.

To satisfy the County's JAC participation requirement, Contractors must submit evidence satisfactory to the Procurement Manager or the Procurement Manager's designee that they participate in a JAC by being a signatory to a JAC or employ registered apprentices dispatched by a JAC. Such evidence may be in the form of a signed letter from a JAC confirming the Contractor is a signatory to a JAC or has hired registered apprentices who are active participants of a JAC.

By signing below, Contractor acknowledges the County's JAC participation requirement and certifies that it satisfies this requirement. Failure to submit this form and attach evidence of compliance with this requirement shall result in a determination that the bid is non-responsive.

Name of Contractor Submitting Bid: _____

Signature: _____

Name and Title: _____

Date: _____

Occupation(s)/Trade(s)/Craft(s):

_____

_____

Name of JAC: _____

Include Attachment – JAC Letter or other evidence of JAC participation

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SECTION 00 45 27

STATEMENT RE NO APPRENTICESHIP VIOLATION

I am the_____of _____
[Title] [Contractor]

and I am authorized to make this statement on Contractor's behalf.

During the past three (3) years, Contractor has not been found in violation of any provision of State or local apprenticeship laws or regulations.

Signature: _____

Printed Name: _____

Date: _____

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SECTION 00 45 28

ACKNOWLEDGMENT RE: HEALTH CARE EXPENDITURE REQUIREMENT

As set forth in the County's Policy on Procurement, the County has adopted the following requirement regarding Health Care Expenditures for certain public projects estimated to cost more than one million dollars ($1,000,000):

> Each Contractor with construction craft employees shall make health care expenditures for each such employee in an amount per hour worked on the Covered Project equivalent to at least the hourly pro rata cost of a Covered California Platinum level plan for two 40-year-old adults and two dependents 0 to 14 years of age for the Covered California rating area in which the development is located. Qualifying expenditures shall be credited toward compliance with prevailing wage payment requirements up to the amount determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code. Health care expenditures in excess of that amount shall not be so credited. "Health care expenditures" include contributions under Sections 501(c) or (d) or 401(a) of the Internal Revenue Code and payments toward "medical care" as defined under Section 213(d)(1) of the Internal Revenue Code. A Contractor that is signatory to a valid collective bargaining agreement that requires payment of at least the prevailing wage, participation in a joint labor-management apprenticeship program, and the provision of health care payments for all construction craft employees shall be deemed in compliance. A Contractor without construction craft employees shall show a contractual obligation that its subcontractors comply with this paragraph.

The Project is a "Covered Project" and subject to this health care expenditure requirement.

By signing below, Contractor acknowledges that Contractor has read and will comply with this health care expenditure requirement or, alternatively, that Contractor is a signatory to a valid collective bargaining agreement, which requires payment of at least the prevailing wage, participation in join labor-management apprenticeship program, and the provision of health care payments for all construction craft employees.

Failure to submit this acknowledgment form shall result in a determination that the bid is non-responsive.

Name of Contractor Submitting Bid: _____

Signature: _____

Name and Title: _____

Date: _____

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SECTION 00 51 00

NOTICE OF AWARD

Dated: xxxxxxx, 2024

TO: xxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxx

COUNTY OF YOLO PROJECT:
Bid No. **01**

ADDRESS: xxxxxxxxxxxxxx
xxxxxxxxxxxxxx

PROJECT: **Yolo County 500 Jefferson Bldg. A Roof Replacement Project**
COUNTY OF YOLO CONTRACT

CONTRACT FOR: **Yolo County 500 Jefferson Bldg. A Roof Replacement Project.**

The Contract Price of your contract is **xxxxxxxxxxxxxxxxxxxxxxxxxxxx** Dollars ($xxxxxxxxxxxx).

Two copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

Upon receipt of this Notice of Award, you and each of your subcontractors who employ workers in any apprenticable craft or trade, shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade for a certificate approving you and your subcontractors under the apprenticeship standards for the employment and training of apprentices, pursuant to section 1777.5 of the California Labor Code.

Upon commencement of the work, you and each of your subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, pursuant to section 1776 of the California Labor Code.

You must comply with the following conditions precedent within ten calendar days of the date of this Notice of Award, that is by xxxxxxxxxxxxxxxxxxx, 2024.

1. You must deliver to the County two fully executed counterparts of the Construction Agreement (Document 00 52 00). Each of the Contract Documents must bear your signature on the cover page.

2. You must deliver to the County the Contract Performance Bond (Document 00 61 00) and Payment Bond (Document 00 62 00).

3. You must deliver to the County Certificates of Insurance for amounts specified.

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Failure to comply with these conditions within the time specified will entitle the County to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, the County will return to you one fully signed counterpart of the Contract with the Contract Documents attached.

County of Yolo

BY: _____

Chris Rice

Project Manager
Yolo County General Services Department

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SECTION 00 52 00

COUNTY OF YOLO, CALIFORNIA

CONSTRUCTION AGREEMENT FOR
Yolo County 500 Jefferson Bldg. A Roof Replacement Project

500 Jefferson Bldg. A West Sacramento, CA 95695

CONTRACT NO. _____

This Agreement for Construction ("Agreement" or "Contract") is between _____, a California _____ ("Contractor"), and the County of Yolo ("County"), a political subdivision of the State of California.

1. SCOPE OF WORK. Contractor shall furnish all labor, services, transportation, materials, equipment, parts, and supplies necessary for the **Yolo County 500 Jefferson Bldg. A Roof Replacement Project ("the Project")** in strict accordance with the Project plans and specifications and Contract Documents. Contractor shall complete the Project per the Bid Schedule, not to exceed $_____ ("Contract Price").

2. CONTRACT DOCUMENTS. The following documents defined as the "Contract Documents" in Section 1.12 of the General Conditions, are incorporated as if fully set forth herein by this reference and comprise the entire Agreement between the County and Contractor concerning the Project.

Proposal Response, including all required forms
Subcontractor List
Project Manual, Vol. I, Bidding and Contracting Requirements
Project Manual, Vol. II, Technical Specifications and Drawings
Performance Bond and Payment Bond
General Conditions
Notice to Bidders
Notice to Proceed
Project Plans and Specifications
Addendas
Change Orders Issued by the County

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of a conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions (Sections 4.02 and 20.08). In the event of any remaining conflict, the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

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3. CONDUCT OF WORK, CONTRACT ADMINISTRATOR. Contractor shall perform the services described in the Contract Documents in a in a good, workmanlike and substantial manner and to the satisfaction of the County and in a manner that causes the least possible inconvenience to County and the public and safeguards persons and property from any dangerous activities or conditions conducted or created by Contractor. County's Chief Deputy County Administration Officer shall administer this Agreement for County. County's Board of Supervisors may designate a different person to serve as Contract Administrator by giving advance written notice to Contractor.

(a) Work Schedule. Unless otherwise agreed pursuant to Section 3.01 of the General Conditions, Contractor shall begin work within ten (10) calendar days after receiving the Contract Administrator's Notice to Proceed and shall complete the work within **75 calendar days** after receiving that notice, followed by a 90 day maintenance period This work must be complete, operational, and be accepted by the County for its intended use for this milestone to be deemed complete.

(b) Liquidated Damages. Contractor shall pay County $400.00 a day liquidated damages for each day's delay (excluding Saturdays, Sundays, and County observed holidays) in completing the work beyond the time specified for completion of work. All other aspects of the payment of such damages shall be governed by Section 3.12 of the General Conditions and other relevant provisions thereof. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages County will suffer by delay in completion of the Project. The County is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, County is entitled to recover the balance from Contractor or its sureties. Use of the Project in whole or in part prior to substantial completion, shall not operate as a waiver of County's right to assess liquidated damages.

4. INDEMNIFICATION. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall provide indemnification and defense of the County as set forth in the General Conditions (see sections 2.05 and 2.06 of the General Conditions) and Section 00 62 10 of the Project Manual.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under the Contract Documents, Contractor shall use counsel reasonably acceptable to the County.

5. COMPENSATION; PREVAILING WAGE. The County shall pay to the Contractor as full compensation for the performance of this Agreement the Contract Price, subject to any additions or deductions as provided in the Contract Documents. All matters of compensation and payment shall be governed by the General Conditions, including but not limited to Article 25 thereof, provided, however that the total compensation to be paid by County to Contractor shall not

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exceed the Contract Price. The statement of prevailing wages appearing in the General Prevailing Wage Rate Determinations of the Director of the State of California Department of Industrial Relations are incorporated herein by reference. When two rates differ for similar kinds of labor, Contractor shall pay not less than the higher rate. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the County, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the prevailing wage laws.

6. INSURANCE. Contractor shall maintain the insurance required by the General Conditions and the following insurance while performing the work covered by this Agreement. The comprehensive general liability insurance shall include broad form property damage insurance.

(a) Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

1. **Commercial General Liability** Occurrence form Insurance policy (ISO CG 00 01 or equivalent) covering all operations by or on behalf of Contractor, including coverage for:

   a) Premises and Operations

   b) Products and completed Operations

   c) Contractual Liability insuring the obligations assumed by Contractor in this agreement or Blanket Contractual Liability Coverage

   d) Broad Form Property Damage (including Completed Operations)

   e) Explosion, Collapse, and Underground Hazards

   f) Personal Injury Liability

   Limits of liability shall be not less than:

   $5,000,000 each occurrence (combined single limit for bodily injury and property damage)

   $5,000,000 for Personal Injury Liability

   $5,000,000 for Products Completed Operations

   $10,000,000 General Aggregate

   If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be $10,000,000.

2. **Automobile Liability** – Insurance policy (ISO CA 00 01) covering Bodily Injury, Property Damage and contractual Liability coverage for "Any Auto" which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with limits no less than $1,000,000 occurrence (per accident for bodily injury and property damage) and $2,000,000 policy aggregate.

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3. **Workers' Compensation** – Statutory Limits/**Employers' Liability** – No less than $1,000,000 per accident for bodily injury or disease.

4. **Builder's Risk** – (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Contractor's Pollution Legal Liability Insurance** – Limits of no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

(b) The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

1. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

2. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

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4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

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(c) Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

(d) During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

(e) Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontracts in excess of one million dollars shall comply with the same insurance requirements as the general contractor. Adjustments will be considered by the County based upon the subcontractors scope of work for amounts under one million dollars. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

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(f) Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

7. COMPLIANCE WITH LAWS.

(a) Contractor shall comply with all relevant federal, state, and local statutes, regulations, ordinances, rules, orders, and other laws in effect when performing the services required by this Agreement, all as set forth in the General Conditions (including but not limited to Article 20 thereof), and including, but not limited to, the provisions of the California Labor Code and California Public Contract Code that are applicable to this Project.

(b) By its signature hereunder, Contractor further certifies that it is aware of the provisions of Section 3700 of the Labor Code et seq. which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this contract.

(c) Contractor further represents and warrants that it is eligible to work on the Project pursuant to Labor Code Sections 1777.1 and 1777.7 and other applicable provisions of law. Further, Contractor acknowledges that it is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on public works project pursuant to Labor Code Sections 1777.1 and 1777.7.

8. INDEPENDENT CONTRACTOR. While performing the services required by this Agreement for Construction, Contractor shall act as an independent contractor, not as an employee of County, and thus shall be subject to the direction and control of County only for the final result. Contractor shall be solely responsible for paying all required employment taxes and for meeting all employment obligations related to its performance of the services, including but not limited to payment of worker's compensation, liability insurance, social security taxes (i.e., FICA), and tax withholding. Moreover, Contractor shall indemnify, defend (upon County's written request), and protect County from any liability County may incur to federal or state governments for such taxes and obligations. This Agreement does not entitle Contractor or its officers, employees, subcontractors, or agents to vacation pay, sick leave, retirement benefits, disability or unemployment insurance, or employee benefits of any kind from County.

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9. INSPECTIONS. All inspections and any remedial action required in response thereto shall be governed by the General Conditions, including but not limited to Article 18 thereof.

10. PERFORMANCE AND PAYMENT BONDS. Within the time set forth in the Proposal and before performing any services pursuant to this Agreement, Contractor shall provide to County the bonds required by the General Conditions, including but not limited to Article 2 thereof. All other matters relating to bonds shall be governed by the General Conditions.

11. TERM OF AGREEMENT; EARLY TERMINATION. The term and termination of this Agreement shall be governed by the General Conditions, including but not limited to Article 27 thereof.

12. GUARANTY. Guarantees and warranties shall be governed by the General Conditions, including but not limited to Article 26 thereof.

13. AUDIT PROVISIONS. Contractor's records which shall include but not limited to accounting records, subcontract files, correspondence, change order files, and any other supporting evidence necessary to substantiate charges relating to this contact (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by County's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. For the purpose of such audits, inspections, examination, and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until six years after the date of final payment by County to Contractor pursuant to this Agreement.

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14. PROCEDURE FOR RESOLVING CLAIMS.

Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law. This claim resolution procedure shall control over any conflicting claim or dispute resolution procedure in the Contract Documents.

(a) Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.

(b) Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor for:

i. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the County;
ii. Payment by the County of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or
iii. An amount the payment of which is disputed by the County.

A "Claim" does not include any demand for payment for which the CONTRACTOR has failed to provide notice, request a Contract Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

(c) Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Price or Contract Time, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the County and shall include on its first page the following words in

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16 point capital font: "THIS IS A CLAIM." The Claim shall include all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

(d) Documentation. The Contractor shall submit all Claims in the following format:

i. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Documents provisions pursuant to which the Claim is made
ii. List of documents relating to Claim:
    i. Specifications
    ii. Drawings
    iii. Clarifications (Requests for Information)
    iv. Schedules
    v. Other
iii. Chronology of events and correspondence
iv. Narrative analysis of Claim merit
v. Analysis of Claim cost, including calculations and supporting documents
vi. Time impact analysis in the form required by the Contract Documents, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested.

(e) County's Response. Upon receipt of a Claim pursuant to this Section, the County shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) days after the County issues its written statement.

i. If the County needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the County's governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the County shall have up to three (3) days following the next duly publicly noticed meeting of the County's governing body after the forty-five (45) day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
ii. Within thirty (30) days of receipt of a Claim, the County may request in writing additional documentation supporting the Claim or relating to defenses or Claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual

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agreement of the County and the Contractor. The County's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days (if the Claim is less than $50,000, within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(f) Meet and Confer. If the Contractor disputes the County's written response, or the County fails to respond within the time prescribed, the Contractor may so notify the County, in writing, either within fifteen (15) DAYS of receipt of the County's response or within fifteen (15) days of the County's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(g) Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the County issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and the Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

i. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

iii. Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

iv. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

(h) Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with

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Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

(i) Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

i. Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

(j) Government Code Claim Procedures.

i. This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

ii. In addition to any and all requirements of the C pertaining to Contract Documents notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for extra work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the County.

iii. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved

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after all procedures pertaining to adjustment of the Contract Time or Contract Work for extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the County.

iv. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims known to Contractor or that should reasonably by known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

(k) Non-Waiver. The County's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this Section.

15. MISCELLANEOUS.

(a) Notice. Except as provided in Section 6, all correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone number:

County:
Ryan Pistochini
Director, Yolo County General Services Department
120 West Main Street, Ste C
Woodland, CA 95695
Telephone: (530) 406-8005

Contractor:

_____

_____

_____

Telephone: _____

If written, correspondence shall be sent by personal delivery (including overnight delivery service); by U.S. Mail, postage prepaid; or by fax during business hours. Notices must be actually received to be effective.

(b) Time of Essence. Time is of the essence of this Agreement.

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(c) Interpretation and Jurisdiction. This Agreement shall be interpreted and applied in accordance with California law. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract. Any action or proceeding arising out of this Contract shall be filed in a California Superior Court located in Woodland, California.

(d) Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in a writing signed by the waiving party.

(e) Assignments and Subcontracts. Contractor shall not assign this Agreement. Contractor may subcontract any of the services described in Section 1 (Scope of Work) with County's prior written consent. Contractor shall require each subcontractor to agree in writing to be bound by Section 4 (Indemnification) and Section 6 (Insurance) of this Agreement. County shall consider all subcontractors to be Contractor's employees, and Contractor shall be responsible for their work.

(f) Integration. This Agreement sets forth the parties' entire understanding regarding the matters set forth in herein. It supersedes all prior Agreements and representations, written and oral, and may be modified only by a written amendment approved by County's Chief Deputy County Administration Officer and signed by County and Contractor.

(h) Effective date. This Agreement shall be effective on the last date shown below.

(i) Public Record. Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

[*Signatures on Following Page*]

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IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth above.

COUNTY OF YOLO:

By: _____

Ryan Pistochini
Director of General Services

CONTRACTOR:

By:_____

(Signature)

_____

(Print Name & Title)

_____

(Date)

APPROVED AS TO FORM
Philip J. Pogledich, Yolo County Counsel

By_____

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SECTION 00 55 00

NOTICE TO PROCEED

Dated: xxxxxxxxxx, 2024

TO: xxxxxxxxxxxxxx (Contractor)

ADDRESS: xxxxxxxxxxxxx
xxxxxxxxxxxxx

RE: COUNTY OF YOLO

PROJECT:

Yolo County 500 Jefferson Bldg. A Roof Replacement Project
BID NO. 01

CONTRACT FOR

You are notified that the Contract Time under the above contract will commence to run on xxxxxxxxxxxxxxxxxxx, 2024. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Construction Agreement (Document 00 52 00), the date of final completion 75 calendar days from the date of this notice.

THE COUNTY OF YOLO

By:_____

Chris Rice

Project Manager
Yolo County General Services Department

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SECTION 00 61 00
COUNTY OF YOLO

PERFORMANCE BOND
(To Accompany Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Yolo, organized and operating under the laws of the State of California, (hereinafter referred to as the "County") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No._____**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in Contract No. for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the County in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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 Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the County, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the County in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the

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County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the County's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the County to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the County may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the County, when declaring the Contractor in default, notifies Surety of the County's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way 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 Documents or to the Project.

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

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be on file with the Yolo County Clerk.

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SECTION 00 62 00

PAYMENT BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the County of Yolo, State of California, ("Owner") has awarded to _____ ("Contractor/Principal") a contract (County Agreement No._____, dated _____,_____ , referred to as the "Agreement") for the work described as _____. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we, _____ _____ the undersigned Contractor/Principal, and _____ _____, ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the County of Yolo, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____DOLLARS ($_____), which such sum being not less than one hundred percent (100%) of the total amount payable by the Owner under the terms of the Agreement, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted 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 work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to

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any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

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IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the ___ day of _____, 20__.

_____ (SEAL)
Contractor/Principal

By: _____
Contractor/'s Representative

_____
Contractor/Principal's Address

_____
City, State, Zip

_____ (SEAL)
Surety
By: _____
Surety's Representative

_____
Surety's Address

_____
City, State, Zip

_____
Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be on file with the Yolo County Clerk.

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SECTION 00 62 10

INDEMNIFICATION

Section 2.05 of the General Conditions - **INDEMNIFICATION**

Contractor shall pay the cost of defense, indemnify, and save harmless the County of Yolo and all its officers, agents and employers from any and all claims, demands, damages, costs expenses, injury and liability of every kind, nature and description, arising or alleged to have arisen directly or indirectly from the performance or attempted performance of the Agreement for Construction of the Work, or from the nature of the Work, or by products, materials or equipment installed in or used on the Work, howsoever the same may be caused, without set off due to the Contractor's right, if any, to apportionment between joint tortfeasors.

This indemnity obligation extends to, but is not limited to, all acts, errors, omissions, and active and/or passive negligence by the Contractor, all subcontractors, all material suppliers, and their officers, employees, agents, or subcontractors, and includes all acts, errors, omissions, and active and/or passive negligence alleged to be joint or concurrent by them and the County or any of its officers, employees, agents, independent contractors or consultants, save only liability caused exclusively by the sole negligence, willful misconduct or defects in design provided by the County or its officers, employees, agents or independent contractors (other than the Prime Contractor) who are directly responsible to the County.

This indemnity obligation expressly extends to and includes, but is not limited to any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to the work, the Site or improvements thereon, or to adjacent property; and for injuries occurring after completion of the Work, as well as during the progress of the Work; and as a result of the violation of any provision of Federal or State law; and for inverse condemnation or equitable relief; and occasioned by personal and/or bodily injury to or death of any person, or any damage to property owned by any person while on or about the premises by right or not, whenever the work is alleged to have been a contributing cause in any degree whatsoever.

Nothing contained in this indemnity provision shall be construed to require the Contractor to indemnify the County in contravention of Section 2782 of the Civil Code. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, the Contractor shall use counsel reasonably acceptable to the County.

AGREEMENT/ACKNOWLEDGMENT

Contractor agrees that he/she has read and agrees to the indemnification clause as written above.

_____	_____	_____
Date	Authorized Representative	Title

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SECTION 00 62 20

IRAN CONTRACTING ACT

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

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

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

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FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

FOR USE BY THE PRIME CONTRACTOR WITH THE COUNTY OF YOLO

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SECTION 00 70 00

GENERAL CONDITIONS
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GENERAL CONDITIONS

ARTICLE 1.

DEFINITIONS AND PRINCIPLES OF INTERPRETATION

Section 1.01. DEFINED TERMS.

Whenever the following terms, titles, or phrases are used in the Contract Documents, the intent and meaning thereof shall be as defined in this Article.

Section 1.02. ADDENDUM/ADDENDA.

"Addendum" or "Addenda" are written documents furnished by the County before Award of the Contract which interpret Drawings and/or Specifications or answer questions of intended bidders and shall be incorporated in and are a part of the Contract Documents.

Section 1.03. AGREEMENT FOR CONSTRUCTION.

The "Agreement for Construction" is the written contract between the County and the Contractor by which the Contractor agrees to perform the Work necessary for full completion of the Project as intended, or the portions of the Project incorporated into the Contract. The Agreement for Construction includes the Contract Documents.

Section 1.04. ALLOWANCE.

An "Allowance" is the County's monetary and/or quantity estimate for equipment, materials, or work, the quantity and/or quality of which the County has not determined at the time of the Award of the Contract. The Contractor's bid includes all specified allowances, if any. "Allowance" also includes the contingency allowance specified to be included in the Contractor's bid, if any.

Section 1.05. AWARD OF CONTRACT; DATE.

The "Award of the Contract" is the action by the County Administrators Office of the County to execute the Agreement for Construction with the lowest responsible bidder and constitutes the County's acceptance of the Bid offer.

The Award of the Contract occurs after the County has determined which bid alternates, if any, are to be included in the Work, and has determined whether the apparent low bidder for the Work, including such alternates, is the lowest responsible bidder.

The date of the Award of the Contract is the date the County Administrators Office acts to authorize execution of the Agreement for Construction by the County, even though actual execution of the Agreement by the County does not occur until the Contractor submits the bonds and insurance certifications required by Article 2.

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Section 1.06. BID.

The "Bid" shall mean the offer of the bidder to do the Work, when submitted on the prescribed bid form, duly executed and bonded. After Award of the Agreement for Construction by the County to the lowest responsible bidder, "Bid" shall mean the Contract Price.

Section 1.07. BOARD OF SUPERVISORS/COUNTY ADMINISTRATIVE OFFICER.

"Board of Supervisors" shall mean the duly elected officials constituting the Yolo County Board of Supervisors.

"County Administrative Officer" (CAO) is the County Administrative Officer of the County and reports to the Board of Supervisors, or the CAO's designee.

Section 1.08. CERTIFICATION.

When used in the context of required submittals regarding quality assurance, "Certification" shall be the verification required from recognized producers or associations attesting to a product's compliance with the Contract Documents. Examples include Underwriters Laboratory ("UL") listings.

Section 1.09. CHANGE ORDER.

A "Change Order" is a written order from the County to the Contractor authorizing an addition, deletion, or revision in the Scope of the Work, and/or an adjustment in the Contract price or Contract Time, issued after the execution of the Agreement for Construction.

Section 1.10. CLARIFICATIONS.

"Clarifications" are supplementary explanations, interpretations, instructions, and/or drawings issued by the Contract Administrator to further define the intent of the Contract Documents, pursuant to Article 4 of the General Conditions and procedures developed by the Contract Administrator pursuant thereto.

Clarifications involve no change in the Scope, Price or Time of the Agreement for Construction.

Section 1.11. CONTRACT ADMINISTRATOR/PROJECT MANAGER.

See Section 3(a) of the Agreement for Construction.

Section 1.12. CONTRACT DOCUMENTS/PROJECT MANUAL.

The "Contract Documents" shall include the Bid Proposal; the Designation of Subcontractors; the Agreement for Construction; the Bonds required thereby; these General Conditions; the Supplementary Conditions, if any; the Technical Specifications; all Documents comprising the bidding package; the Contract Drawings, (collectively referred to as "Project Manual"); all duly issued Addenda, Clarifications, Field Orders, and Work Authorizations; Change Orders; Supplemental Drawings; Contractor's Submittals approved pursuant to Articles 3 and/or 5 hereof, and the Contractor's Guarantee and Bonds. The Contract Documents comprise the "Agreement for Construction."

Section 1.13. CONTRACT DRAWINGS.

The "Contract Drawings" or "Drawings" shall mean the working drawings of the Work approved by the Board of Supervisors for the receipt of bids, plus all supplemental drawings approved by the County as

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Addenda or Clarifications, or reproductions thereof, which show the location, character, dimensions, and details of the Work to be done, and which are part of the Agreement for Construction.

Section 1.14. CONTRACT PRICE.

The "Contract Price" is the total consideration for which the contractor agrees to perform the Work to produce a fully complete Project as intended by, and in accordance with, the Contract Documents. Unless modified by a duly issued Change Order, the Contract Price is the Contractor's Bid.

Section 1.15. CONTRACT TIME.

The "Contract Time" is the time specified in the agreement for Construction within which Contractor shall fully complete the Project in accordance with the Agreement for Construction. The Contract Time may be changed only by a Change Order duly issued by the Contract Administrator. Contract Time begins with the date of the Notice to Proceed and ends with acceptance of project work completion by the County. The number of days included in the agreement form includes the estimated number of construction days required and not the 35 days allowed for initial submittals and the 21 days allowed for County review of those submittals.

Section 1.16. CONTRACTOR; PRIME CONTRACTOR.

"Contractor" and "Prime Contractor" shall mean the person or persons, co-partnership or corporation, or his or their legal representatives, or successors, assigns, executors, or heirs, who have entered into the Agreement for Construction with the County of Yolo.

Section 1.17. COUNTY.

"County" shall mean the County of Yolo, a political subdivision of the State of California.

Section 1.18. COUNTY INSPECTOR.

The "County Inspector" is the person(s) and/or firm(s), if any, employed or engaged as (an) independent contractor(s) by the County to inspect the performance of the Work by the Contractor for compliance with the Contract Documents. The County Inspector is supervised by and reports to the Contract Administrator. The authority of the County Inspector is limited to that specified in the Contract Documents, and no additional authority has been granted nor shall be inferred.

The Project Manager performs the duties of the County Inspector unless a separate person or firm is engaged as County Inspector.

Section 1.19. DAY/HOLIDAY; WORKING DAY; COUNTING DAYS.

A "day" shall mean a calendar day of 24 hours, including each and every day of the year.

A "working day" is Monday through Friday, but shall exclude "holidays" established by the Sacramento Builders' Exchange.

Unless specified as being working days, all references herein to the number of days within which an action is to occur shall mean calendar days.

In computing working days or calendar days, the first day is excluded and the last day is included, unless it is a Saturday, Sunday, or holiday.

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Section 1.20. RESERVED.

Section 1.21. MATERIALS.

"Materials" shall include all building materials, articles, supplies, and equipment delivered to the Site for incorporation in the Work. "Materials" includes everything incorporated into the work except personal services and labor, unless otherwise noted.

"Equipment" shall mean all pre-manufactured or partially pre-assembled products or components, assembled or partially assembled before delivery to the Site, and intended for incorporation into the Work.

Section 1.22. NOTICE OF CESSATION OF WORK.

A "Notice of Cessation of Work" is a notice containing the information required by Civil Code Section 3092, recorded in the Yolo County Recorder's Office, indicating that there has been a continuous cessation of labor on the Work of the Agreement for Construction for at least thirty (30) days prior to recordation of the Notice. The Notice shall specify the date on or about when the cessation of labor commenced.

Section 1.23. NOTICE OF COMPLETION.

A "Notice of Completion" is a notice containing the information required by Civil Code Section 3093, recorded in the Yolo County Recorder's Office, indicating that the Work of the Agreement for Construction has been accepted by the County.

Section 1.24. PROGRAM MANAGER.

If assigned by the Contract Administrator, "the Program Manager" is that County official responsible for team leadership in coordinating departmental program requirements; for preparation of the statement of project objectives; for presenting project objectives to the Contract Administrator and Board of Supervisors; for heading the design team (for designated projects); for arranging project financing; for maintaining program oversight during the bidding and construction phases; and for providing joint progress reports, with the Contract Administrator, to the Board of Supervisors. The program manager represents the County to State and/or Federal program offices sponsoring the project. In the absence of an assigned program manager, the Contract Administrator shall discharge these duties.

Section 1.25. PROJECT.

The "Project" is the total construction, of which the Work performed under the Agreement for Construction is the whole unless the Contract Documents specifically note to the contrary.

Unless so noted, the terms "Project" and "Work" are synonymous.

Section 1.26. PROJECT ARCHITECT/ENGINEER/CONSULTANT.

The "Project Engineer" is the firm employed or engaged as an independent contractor by the County to design the Project, and all sub-consultants or joint ventures of the Project Engineer. The authority of the Project Engineer to bind the County is limited to that authority specified in the Contract Documents, and no additional authority has been granted nor shall be inferred.

The Project Engineer advises the Contract Administrator in all aspects of the construction phase of the Project. The Project Engineer's functions include advice and assistance to the Contract Administrator in the correct interpretation and application of the Contract Documents. However, the

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Contract Administrator or his/her designate is the County's representative on the Project, not the Project Engineer. The Project Engineer is not authorized independently to issue Addenda, Clarifications, Field Orders, Work Authorizations, or Change Orders, or in any other way to bind the County in discussions with the Contractor.

The Contractor shall deliver all correspondence relating to the proper execution of the Work to the Contract Administrator, with a copy delivered to the Project Engineer. The Contract Administrator reserves the right to consult with the Project Engineer prior to responding to the Contractor's correspondence.

When discussions between the Contractor and the Contract Administrator occur either on the Site or elsewhere, but the Project Engineer is not present, the Contract Administrator reserves the right to consult with the Project Engineer prior to issuing his final decision or instruction.

Section 1.27. REFERENCE TO CODES.

Unless otherwise noted, all references to statutes are to the law of the State of California as codified in the various specified codes.

Section 1.28. SITE.

"Site" is the area designated in the Contract Documents within which the Project is to be constructed.

Site for this purpose includes the area where Work on utility systems for the Project is to be performed by the Contractor under the Agreement for Construction, even though such areas may be designated as "off-site" on the Contract Drawings.

Section 1.29. SPECIFICATIONS.

"Specifications" shall mean the Technical Specifications portions of the Project Manual (Volume II) regarding qualities of materials and/or methods of workmanship to be furnished under the Contract. Specifications are organized into divisions, sections, and articles to enable grouping of the various portions of the Work into logical format, but this organization does not in any way restrict the Contractor in dividing the Work among subcontractors, or in establishing the extent of the Work to be performed by any trade.

Section l.30. SUBCONTRACTOR.

Unless other specified, "subcontractor" refers to all contractors doing any work on the Project, including first, second, and subsequent tier contractors, excluding only the Prime Contractor.

Section 1.31. SUBMITTALS.

As used in Articles 3 and 5 hereof, "submittals" shall mean shop drawings, product data, and samples, as defined below:

A. Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work, and/or the method of installation of Materials.

B. Product Data are illustrations, standard schedules, performance charts, certifications, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

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C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

As used elsewhere herein, "submittals" is a general term including all information, certifications, data or samples required to be delivered by the Contractor to the County.

Section 1.32. SUPPLEMENTARY CONDITIONS.

The "Supplementary Conditions" are specific clauses in the Project Manual setting forth conditions or requirements peculiar to the Work, and supplementary to the General Conditions.

Section 1.33. WORK/NOTICE TO PROCEED.

The "Work" is the completed construction required by the Contract Documents to perform the Agreement for Construction fully and completely, and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

Unless specifically noted in the contract Documents as not included in the Agreement for Construction, "work" includes all construction necessary to fully complete the Project as intended, including all bid alternates selected by the County for inclusion in the Work.

Unless so noted, the terms "Work" and "Project" are synonymous.

The Work shall commence upon issuance by the County of a Notice to Proceed so authorizing.

Section 1.34. WORK AUTHORIZATIONS.

"Work authorizations" are written orders to the Contractor, which amend the Contract Documents as described, and authorize the Contractor to proceed with the Work noted therein. Pursuant to Section 17.03 hereof, Work Authorizations may be cumulated into periodic Change Orders to adjust the Contract Price and/or Time, upon verification by the Contractor of the actual cost and delay, if any, caused by the Work Authorization.

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ARTICLE 2.

BONDS; INDEMNIFICATION; INSURANCE

Section 2.01. BONDS; SUBMITTALS.

Within ten (10) calendar days following the Award of the Contract, and before the County will execute the Agreement for Construction, the Contractor to whom the Contract is awarded shall obtain and submit to the County bonds as set forth below in Sections 2.02 and 2.03. The Contractor is advised that a copy of the Power of Attorney authorizing execution of the bonds on behalf of the corporate surety must be filed with the Yolo County Clerk prior to approval of the bonds by the County.

Provision of the bonds required by Sections 2.02 and 2.03, and the insurance certificate required by Section 2.07 is a condition precedent to the Contractor's rights on the Agreement for Construction and a material covenant thereof.

Section 2.02. PERFORMANCE BOND.

The Contractor shall submit a faithful performance bond on the form provided with the Instructions to Bidders, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to the county, conditioned upon the faithful performance by the contractor of all requirements of the Contract Documents. The amount of said bond shall be in a sum no less than One-Hundred Percent (100%) of the total Contract Price.

Section 2.03. LABOR AND MATERIALS PAYMENT BOND.

The Contractor shall submit a payment bond on the form provided with the Instructions to Bidders, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to the County, which in all respects complies with Civil Code Section 9550 and following. This bond, hereinafter referred to as a "Payment Bond", shall be in a sum no less than One-Hundred Percent (100%) of the total Contract Price.

Section 2.04. CONTRACT BOND.

Prior to final payment as provided in Article 26, Contractor shall furnish a bond issued by a responsible corporate surety licensed to do business in the State of California in a form provided or approved by the County, and securing the performance by Contractor of his obligation undertaken by virtue of the guarantees required by Article 26. Such bond shall remain in full force and effect for a period of no less than one (1) year from and after recordation by the County of a Notice of Completion or a Notice of Cessation of Work, and shall be in a sum no less than ten (10%) percent of the total amount of the final Contract Price. In lieu of such bond, the Contractor may submit a certified or cashier's check, cash, or an irrevocable, unconditional letter of credit in a form acceptable to County, or may extend the final withhold account on terms and conditions acceptable to the county to secure performance of Contractor's obligations on the guarantee.

Section 2.05. INDEMNIFICATION.

Contractor shall pay the cost of defense, indemnify, and save harmless the County of Yolo and all its officers, agents and employers from any and all claims, demands, damages, costs expenses, injury and liability of every kind, nature and description, arising or alleged to have arisen directly or indirectly from the performance or attempted performance of the Agreement for Construction of the Work, or from the nature of the Work, or by products, materials or equipment installed in or used on the Work, howsoever the same may be caused, without set off due to the Contractor's right, if any, to apportionment between joint tortfeasors.

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This indemnity obligation extends to, but is not limited to, all acts, errors, omissions, and active and/or passive negligence by the Contractor, all subcontractors, all material suppliers, and their officers, employees, agents, or subcontractors, and includes all acts, errors, omissions, and active and/or passive negligence alleged to be joint or concurrent by them and the County or any of its officers, employees, agents, independent contractors or consultants, save only liability caused exclusively by the sole negligence, willful misconduct or defects in design provided by the County or its officers, employees, agents or independent contractors (other than the Prime Contractor) who are directly responsible to the County.

This indemnity obligation expressly extends to and includes, but is not limited to any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to the work, the Site or improvements thereon, or to adjacent property; and for injuries occurring after completion of the Work, as well as during the progress of the Work; and as a result of the violation of any provision of Federal or State law; and for inverse condemnation or equitable relief; and occasioned by personal and/or bodily injury to or death of any person, or any damage to property owned by any person while on or about the premises by right or not, whenever the work is alleged to have been a contributing cause in any degree whatsoever.

Nothing contained in this indemnity provision shall be construed to require the Contractor to indemnify the County in contravention of Section 2782 of the Civil Code. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, the Contractor shall use counsel reasonably acceptable to the County.

Section 2.06. INDEMNIFICATION OF ADJACENT PROPERTY OWNERS.

In the event the Contractor enters any agreement with the owners of any property adjacent to the Site and enters upon such property for the purpose of performing the Work, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in such adjacent property. The form and content of such indemnification agreement shall be approved by County prior to commencement of the Work on or about such property. Contractor also shall indemnify the County as provided in Section 15.06.

Section 2.07. INSURANCE; SUBMITTALS.

The Contractor shall obtain, at its sole cost and expense, all insurance specified in the Agreement for Construction, and shall require all subcontractors to maintain insurance as specified therein. Continued maintenance of such insurance is a material covenant of the Agreement for Construction.

In addition to the submittals required by the Agreement for Construction, the County reserves the right to examine the insurance policies referenced in any such Certificate at any time, before or after issuance of the Notice to Proceed. Issuance of the Notice to Proceed shall not constitute a waiver of the County's right strictly to enforce the requirements of this Article.

The Contractor shall submit photocopies of its insurance and/or subcontractors' insurance policies when requested by the Contract Administrator.

Section 2.08. CONTRACTOR'S INSURANCE REQUIREMENTS.

Consistent with the Agreement for Construction, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Any deviation from the required coverage specified in the Agreement for Construction must be approved by the County prior to the commencement of the work.

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Section 2.09. SUBCONTRACTORS' INSURANCE.

Subcontractors

A. **Insurance Coverage Requirements**. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Agreement for Construction and herein.

B. **(Reserved)**

C. **Contractor Responsibilities.** It shall be the responsibility of the Contractor to certify that all subcontractors (including lower-tier subcontractors) comply with these provisions, and to enforce their continued compliance throughout the progress of the Work. The submittals required to demonstrate initial compliance with this Section are specified in Section 3.02 hereof. Thereafter, the Contractor shall submit a certification to the required subcontractor's insurance when requested by the Contract Administrator. In lieu of the above the contractor can name all subcontractors on its policy as additional insured as approved by the County.

Section 2.10. WORKERS' COMPENSATION AND EMPLOYEES' LIABILITY INSURANCE

In accordance with Section 3700 of the Labor Code, the Contractor, and each subcontractor, shall secure the payment of workers' compensation to its employees as specified in the Agreement for Construction.

In the event that there is any employee working on the Project who is not protected under the Workers' Compensation statute for any reason, including because he is engaged in hazardous work, the Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of such employee. Such insurance shall comply with all requirements of the Labor Code.

Section 2.11. POSTING AT SITE.

The Contractor shall post, and cause all subcontractors to post, in a conspicuous place on the Project Site, a statement as required by Labor Code Section 3550, stating the name of the employer's compensation insurance carrier or that the employer is self-insured, and who is responsible for claims adjustment.

Section 2.12. EFFECTIVE DATE OF POLICIES.

The insurance required by this Article shall be in full force and effect at all times during prosecution of the Work and until the final completion and acceptance thereof by County, and every policy shall state that it shall not be assigned, canceled or reduced in coverage without thirty (30) days' prior written notice to County.

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ARTICLE 3.

INITIAL SUBMITTALS AND TIME OF WORK

Section 3.01. PROGRESS SCHEDULE AND SCHEDULE OF VALUES.

A. **Progress Schedule**. No later than thirty-five (35) calendar days following the Award of the Contract by the County and before issuance of a Notice to Proceed, the Contractor shall submit to the Contract Administrator a schedule showing the date on which work will commence on each part or class of the Work described with reference to the Divisions in the Technical Specifications and the responsible subcontractor(s); estimated dates of completion of such parts or classes; the working days proposed for work, and the approximate percentage of Work scheduled for completion at any time. Critical path sequencing items shall be identified. The Progress Schedule shall be practicable and consistent with the time requirements of the Agreement.

When requested by the Contract Administrator, or when the Contractor requests a Contract Time Extension Change Order, the Contractor shall submit a revised Progress Schedule showing changes to the originally approved Schedule necessary to complete the Work within the requested Contract Time.

B. **Schedule of Values**. Simultaneously with the Progress schedule, the Contractor shall submit a Schedule of Values, showing a breakdown of the Contract Price with reference to the parts or classes or work shown on the Progress Schedule, and with reference to the Divisions in the Technical Specifications.

This schedule shall include products and materials allocated to each Allowance specified by the Contract Documents.

When requested by the Contract Administrator, or when the Contractor requests a Contract Price adjustment, the Contractor shall submit a revised Schedule of Values incorporating the requested Price adjustment(s).

Section 3.02. INITIAL SUBMITTALS.

No later than thirty-five (35) calendar days after the Award of the Contract by the County, and before issuance of a Notice to Proceed, the Contractor shall make the following initial submittals:

A. **Schedule of Unavailable Materials**: A schedule showing any materials called for in the Contract Documents which are not obtainable for installation in the Project within the time limits set forth in the Progress Schedule, and the reasons known to Contractor for the unavailability.

The schedule shall detail Contractor's efforts to obtain the materials in question.

B. **Schedule of Substitutions**: Contractor shall submit a schedule of all proposed Substitutions. The request for Substitutions shall in all respects comply with Article 7 of these General Conditions and shall include all requests for Substitutions of "an equal" item as defined by Public Contracts Code Section 3400 and Sections 7.02 and 7.03 hereof.

Failure to indicate such requested Substitutions on this schedule shall be deemed a waiver of the request for Substitution.

C. **Schedule of Items Requiring Long Order Lead Time**: Contractor shall submit a schedule of all materials, the delivery of which will require more than 50% of the total Contract Time. The dates

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shown on this schedule shall be consistent with the Progress Schedule, and the Schedule shall specify the dates of order and expected delivery dates for the specified materials.

D. **Subcontractor Insurance**:

1. **First-Tier Subcontractors:** The Contractor shall submit certificates of insurance for liability and workers' compensation insurance for all first-tier subcontractors, as required by Article 2 hereof. The County reserves the right to examine copies of the subcontractors' insurance policies.

2. **Lower-Tier Subcontractors**: If requested by the Contract Administrator, Contractor shall submit certificates of liability and workers' compensation insurance for any or all lower-tier subcontractors. The County reserves the right to examine copies of the lower-tier subcontractors' insurance policies.

E. **Subcontractors: Allocation of Work**: Contractor shall submit a chart showing all first and lower-tier subcontractors, and the contractual relationships between them, and identifying the Work to be done by each.

F. **Schedule of Submittal Dates**: Contractor shall submit a schedule indicating the dates upon which all required submittals will be submitted. Such schedules shall conform to Section 5.02 of the General Conditions and shall include all submittals required by the Contract Documents.

Section 3.03. APPROVAL OF INITIAL SUBMITTALS; EFFECT.

Prior to issuance of a Notice to Proceed, the Contract Administrator shall act upon the initial submittals required by Section 3.02.

The time for the Contract Administrator's action shall be twenty-one (21) days or less, from the date Contractor delivers submittals that conform to the Contract Documents.

In the event the Contract Administrator rejects an initial submittal, the Contractor shall not be entitled to any Contract Time extension on account of delay associated with re-submittal and re-approval. The County reserves the right to reject initial submittals in whole or in part, and the Contractor shall correct the submittal to comply with the Specifications and any requirements noted by the Contract Administrator in rejecting the submittal before issuance of a Notice to Proceed.

Once approved, all initial submittals shall be incorporated as part of the Agreement and Contractor shall comply therewith. The Contract Administrator is authorized to approve revisions to the Progress Schedule or Schedule of Values as required to incorporate approved changes in the Contract Time or Price.

Failure to meet the approved Progress Schedule is grounds for withholding Progress Payments pursuant to Article 23.

Section 3.04. COMMENCEMENT AND PROSECUTION OF WORK.

The Contractor shall not commence nor allow any subcontractor to commence work before receiving a Notice to Proceed from the County, specifying the day work is to commence. The Contractor shall commence work on such day, and shall prosecute the Work diligently to completion thereafter, at a rate that meets or exceeds the approved Progress Schedule.

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Section 3.05. OTHER SUBMITTALS.

The Contractor shall make all submittals specified by the Technical Specifications for all Work to be done in the first sixty (60) days after issuance of the Notice to Proceed.

Section 3.06. TIME OF ESSENCE.

Time is of the essence of the Agreement for Construction.

Section 3.07. DATE OF COMPLETION.

The Contractor obligates himself to make the whole Work fully complete and satisfactory on or before the completion date specified in Section 2 of the Agreement for Construction, plus any Contract Time extensions approved by Change Order. The date of completion is the date of recordation of the Notice of Completion pursuant to Section 25.04; provided, however, that the date of completion for purposes of determining whether the Contractor has completed the Work within the time required by the Agreement for Construction shall be deemed to be the date the Contractor filed the "Contractor's Request for Final Payment" pursuant to Section 25.01 if, and only if, the Work was in fact fully complete and in full conformity with the Contract Documents when the Contractor's request was filed.

Section 3.08. EXTENSION OF TIME; UNAVOIDABLE DELAYS.

The Contractor shall not be granted a Contract Extension except on the issuance of a Change Order by the County Administrator, upon a finding that the delay in completion was unavoidable.

Delays in prosecution of parts or classes of the Work that are not demonstrated to prevent or delay completion of the entire Project within the Contract Time are not "unavoidable delays" for purposes of this section.

In all cases, the time authorized for extension of the Contract Time shall be no greater than the number of days directly attributable to the unavoidable delay which caused delay in the completion of the Project. "Unavoidable delay" for this purpose shall be defined as follows:

A. **Unavailable Materials.** That materials or articles called for in the Contract Documents are not obtainable within the time required for timely completion; provided that such materials or articles were listed by the Contractor in the schedule required by Section 3.02 hereinabove; that the Contractor demonstrates that the unavailability of the materials is in fact the cause for the delay, and could not have been cured by adjusting the Progress Schedule; and that the unavailability of such materials is due to circumstances beyond the Contractor's control. If good cause for a delay is demonstrated pursuant to this subsection, the County, at its sole discretion, may grant a time extension or apply Section 17.09 hereof.

B. **Force Majeure**. That delays in construction have resulted from circumstances beyond the control of the Contractor and which the Contractor could not have provided against by the exercise of reasonable care, prudence, foresight, and diligence. Unavoidable delays within the meaning of this subparagraph shall be those caused by acts of neglect of the County or its officers, agents, or employees; by acts of God, war, insurrection, civil disorder, fire, floods, epidemic, or strikes.

C. **Unseasonable Weather**. An extension of time may be granted due to weather which is unsuitable for the Work currently in progress, upon the findings that the weather conditions in fact caused the delay in completion of the Project and that such weather conditions were not, and could not in the exercise of reasonable diligence, have been foreseen by the Contractor.

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Unseasonable weather that, in the exercise of reasonable foresight and diligence, should be expected in the area at the time of year in question is not cause for an extension of time.

D. **Time Extension Due to Change Orders or Work Authorizations**. A time extension may be granted due to a delay in the Project caused by the approval by the County of a Change Order or Work Authorization pursuant to Article 17. The Contractor shall be entitled to a time extension Change Order only when the extra work is demonstrated by the Contractor to have caused a delay in the Project. When a Work Authorization is issued, the Contract Administrator or County Administrative Officer is authorized to approve an allocation of time attributable to that Work Authorization. Approval of such allocation shall not constitute County's approval of a time extension to the overall Contract time but shall constitute County approval of the time allocated by the Contractor to perform the particular extra work in question.

The provisions of Sections 3.08 and 3.09 shall be applicable to requests for time extensions due to extra work.

The Contract Administrator may cumulate requests for time extensions due to Work Authorizations and process periodic Change Orders therefore, if warranted, or may process a Contract Time Extension Change Order simultaneously with the Contract Price Change Order, in their sole discretion.

E. **Delay Due to Rejected Submittals**. In the event the Contract Administrator rejects a submittal, the Contractor shall not be entitled to any Contract Time extension on account of delay associated with re-submittal.

The procedure for submittals shall be as specified in Articles 5 and 7 (Substitutions) and the Technical Specifications. The Contract Administrator shall approve or reject submittals within twenty-one (21) days of the Contractor's delivery of the submittal, unless a different time is specified in the Technical Specifications for the particular submittal in question.

F. **County Caused Delays**. In the event that the Project is delayed by acts of the County not authorized by the Contract Documents which the Contractor demonstrates will or have caused an unavoidable delay as defined by Subparagraph "B", the Contractor shall be entitled to a Contract Time and/or Contract Price Change Order to offset the extra time and/or costs incurred by the Contractor. Such extra costs shall be limited to those "actual costs" as defined in Section 17.02-D directly caused by the delay and incurred on this Project only. Overhead and profit shall be limited to that specified in Section 17.02-C hereof. Extra costs shall not include indirect costs nor loss of profits or increased costs on other work. Extra time shall be limited to that directly caused by the delay, as defined in Subparagraph "B" hereof.

The Contractor specifically agrees that a time extension and cost adjustment as provided herein is its sole remedy for County-caused delays and agrees to make no claim or demand for additional damages, nor claim an acceleration of the time for performance.

The Contractor shall not be entitled to any Contract Time Extension nor Contract Price adjustment for alleged County delays if the County has acted within the time limits specified by the Contract Documents.

The Contractor shall not be entitled to any cost adjustment for delays except for County caused delays as specified in this subsection.

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Section 3.09. NOTICE OF DELAYS; SUBMITTALS.

Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as grounds for an extension and/or cost adjustment as specified in section 3.07., the Contractor shall notify the Contract Administrator in writing of the delay. Such notification shall specify with detail the cause asserted by the Contractor to constitute grounds for an extension, and/or cost adjustment. Failure of the Contractor to submit such a notice within five (5) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any request for a time extension and/or cost adjustment, and no extension and/or cost adjustment shall be granted as a consequence of such delay.

With its request for time extension and/or cost adjustment, the Contractor shall submit evidence to demonstrate that the delay in prosecution in the work will result in an unavoidable delay in completion of the entire Project. Such evidence shall include a demonstration that the delayed portion of the Work will affect the critical path scheduling of the entire Project. The Contractor shall also submit a proposed revised Project Schedule, which accounts for the delay in completion of the entire Project caused by the delay in prosecution of part of the Project, and includes a revised critical path demonstrating how the Project will be completed within the proposed revised Contract Time.

Section 3.10. INVESTIGATION; PROCEDURE.

Upon receipt of a request for a Contract Time extension and/or cost adjustment, the Contract Administrator shall conduct an investigation of the facts asserted by the Contractor to constitute grounds for an extension and/or cost adjustment. The results of this investigation shall be reported by the Contract Administrator to the Contractor and the Contract Administrator shall indicate whether he will recommend for or against such extension.

The Contract Administrator may, in his sole discretion, defer this recommendation to allow the accumulation of time extensions and/or cost adjustment due to Work Authorizations into a periodic or final Change Order request.

If the Contract Administrator disallows the request, there shall be no allowance made for the time during which the request was pending, and the Contractor shall remain obligated to complete the Work in the time specified.

If the Contract Administrator approves the time extension change order, the new Progress Schedule submitted by the Contractor and approved by the County shall be deemed to amend the original Progress Schedule approved by the County pursuant to Section 3.03 hereof; thereafter, the amended Progress Schedule shall have the same force and effect as the originally approved Progress Schedule.

The Contractor agrees that the determination of the Contract Administrator as to whether grounds for an extension and/or cost adjustment exist, and if so, the duration of the extension and/or cost adjustment, shall be final and binding upon both County and Contractor.

Section 3.11 DISCRETIONARY TIME EXTENSION FOR BEST INTEREST OF COUNTY.

The County reserves the right to extend the Contract Time for completion of the Work if the County Administrator determines that such extension is in the best interest of the County.

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Section 3.12. LIQUIDATED DAMAGES.

If the Work is not completed by Contractor in the time specified in Section 2 of the Agreement for Construction or within any period of extension authorized pursuant to this Article, the Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement for Construction for each calendar day of delay until the Work is completed and accepted, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the County may deduct said sums from any monies due or that may become due to the Contractor.

This liquidated damage provision shall apply to all delays of any nature whatsoever, save and except only unavoidable delays approved by the Contract Administrator pursuant to Section 3.07 hereinabove.

The Contractor also acknowledges that the contract completion date for purposes of liquidated damages shall be the date of the Board of Supervisors' Resolution of Acceptance, unless Section 3.06 applies.

Section 3.13. EXTENSION OF TIME NOT A WAIVER.

Any extension of the Contract Time granted pursuant to this Article shall not constitute a waiver by the County, nor a release of the Contractor, from his obligations to perform this Contract in the Contract Time.

Granting of a time extension due to one circumstance on one request therefore shall not constitute a granting by the County of an extension of time for any other circumstance or the same circumstance occurring at some other time, and shall not be interpreted as a precedent for any other request for extension.

Section 3.14. SUSPENSIONS EXCEEDING ONE YEAR.

Should the Work be suspended for a period exceeding one (1) calendar year due to war conditions, labor conditions, legal actions, or for other conditions constituting the legal defense of impossibility of performance, the Contract and the County agree to enter an agreement terminating the Agreement for Construction upon the following terms and conditions:

The County shall be responsible only to pay the Contractor the actual value of the completed Work, to the County, less progress payments made to date, less any deductions authorized by the Contract Documents, and plus the ten (10%) percent withhold from previously issued progress payments.

As between the Contractor and the County, it shall be conclusively presumed that the actual value to the County for the Contractor's Work to the date of the last progress payment is not more than the actual amount of progress payments made to date plus the ten (10%) percent withhold from such progress payments; provided, however, that this section shall not preclude the County from deducting charges for work or materials which do not meet the requirements of the Contract Documents.

Such final payment shall be due only after any stop notices are resolved or the time to file stop notices has expired.

Section 3.15. EFFECT OF STOP WORK NOTICE.

If the County orders a suspension of the Work pursuant to Section 18.05, the days on which the suspension is in effect shall be included in determining the required completion date and shall not otherwise modify or extend the time within which the Contractor is to perform. In such event, the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay, and the suspension and/are delay shall not constitute an acceleration of the performance time.

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If the Contract Administrator determines that the Work conforms in all respects to the Contract Documents and releases the Stop Work Notice, the Contractor shall recommence work and may thereafter request a time extension pursuant to Section 3.07-F hereof. Sections 3.07, 3.08, and 3.09 shall apply to such requests.

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ARTICLE 4.

SCOPE AND INTENT OF CONTRACT DOCUMENTS; CLARIFICATIONS

SECTION 4.01. BASIC INTENT AND SCOPE OF CONTRACT DOCUMENTS.

The basic intent of the Contract Documents is to describe the complete Project, including all materials, labor, equipment, and incidentals necessary for the proper execution and full completion of the work. The scope of the Agreement for Construction shall include everything directly called for by the contract Documents, and all work reasonably to be foreseen and/or inferred by competent contractors of the various required trades in order to completely perform the Work to produce the complete Project as intended.

The Agreement for construction does not recognize "substantial performance" as equivalent to "complete performance"; by entering the agreement, the contractor agrees, as a material covenant, to provide "complete performance" within the contract Time, for the amount included in the Contractor's bid as the Contract Price, unless modified by Change order. No extra compensation shall be allowed for any work or materials not directly appearing in the Contract Documents, but which a competent contractor should have foreseen and/or inferred would have been within the scope of the Agreement for Construction for work of the type and in the area of the Project. Even though items of work are not separately mentioned in the contract Documents, the Scope of the Agreement includes the furnishing and installation of all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for the sound, secure and fully complete performance of the work.

The Contract Price shall include all compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all work necessary fully to complete the Project as intended.

Section 4.02. HARMONIZATION OF CONTRACT DOCUMENTS.

The Contract Documents are complimentary, and what is required by anyone shall be as binding as if required by all. The Contract Documents are intended to be coordinated to describe and provide for the complete Project. However, where conflicts exist between the CONTRACT DOCUMENTS, such conflicts shall be clarified to the following order, the first taking precedence over the lower ranked:

CONTRACT CHANGE ORDERS
ADDENDA
SPECIAL PROVISIONS
TECHNICAL SPECIFICATIONS/PROVISION
CONTRACT DRAWINGS
CONSTRUCTION AGREEMENT (CONTRACT)
NOTICE TO BIDDERS
GENERAL CONDITIONS
STANDARD CONSTRUCTION SPECIFICATIONS
CONTRACTOR'S PROPOSAL BID

Scale drawings, full sized details, and technical specifications are intended to be coordinated and to agree fully. unless specifically noted otherwise in the Technical Specifications, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely as specified in accepted submittals and the manufacturers' instructions and/or recommendations.

For convenience, the Specifications and Drawings in the Contract Documents are arranged in several sections, but such separation shall not be considered as the limits of the Work required by any separate trade. The terms and conditions of the Work to be performed by any subcontractor are strictly between the Contractor and such subcontractor.

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Section 4.03. LOCATIONS.

The locations of equipment, wiring, piping, and similar materials and equipment are shown diagrammatically in the Contract Documents; actual Site conditions may not always permit their installation precisely in the location shown on the Contract Drawings. Contractor shall coordinate installation of equipment.

Section 4.04. SITE CONDITIONS.

Where investigations have been conducted by the County of existing conditions on the Site including subsurface conditions, such investigations are made for the purpose of design only and for the information of bidders. The results of such investigations represent only the statement by the County as to the circumstances and character of materials actually encountered by the county during the investigations. The County makes no guarantee or warranty, express or implied, that the conditions indicated are representative of conditions existing throughout the Site of the Project or any part of it, or that unanticipated conditions might not occur.

All excavation work shall be performed on an "unclassified basis; that is, shall include the removal of all material encountered including earth or rock formations, regardless of type or hardness thereof or groundwater conditions in the excavation, the cost of such excavations being included in the Contract Price at the time of bidding. Unclassified excavation work does not include drilling or blasting operations, unless otherwise specified in the Technical Specifications.

Section 4.05. PROJECT RECORD DOCUMENTS.

The Contractor shall maintain at the Site such Project record documents as are required by the Contract Documents.

At a minimum, the Contractor shall maintain one record copy of all drawings, specifications, addenda, work authorizations, change orders and other modifications, in good order and marked currently to record all changes made during construction, and accepted submittals.

With his request for final payment, the Contractor shall submit such record drawings to the Contract Administrator for approval. The contractor shall make all corrections necessary to produce accurate and complete record drawings showing the "as-built" Project.

The Project Record Documents shall be kept accurately and currently to show the precise locations and depths below finish grade of all components of the Project, as constructed.

Section 4.06. CONTRACTOR'S SUPERVISION AND COORDINATION OF THE WORK.

It is the Contractor's basic responsibility to execute and complete the Work necessary to construct the Project as intended by the Contract Documents, whether the Work is being performed directly by the Contractor, or by subcontractors of the Contractor. In all cases, the Contractor shall cooperate reasonably and in good faith with the Contract Administrator to the end that unnecessary Clarification requests are avoided, and the Work flows smoothly to a fully completed Project for the Contract Price, within the Contract Time.

The Contractor is responsible to thoroughly review and become familiar with the Contract Documents, and to identify conflicts, internal inconsistencies and/or ambiguities claimed by the Contractor to exist in the documents. By execution of the Agreement for Construction, the Contractor represents that it is fully competent, skilled and experienced to secure the performance of all Work needed to complete the Project intended and will utilize fully such competence, skill, and experience in interpreting the Contract Documents to produce the results intended. Prior to requesting a Clarification, the Contractor shall exert its best efforts to resolve problems in the field.

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The Contractor is responsible to supervise and coordinate the work of all subcontractors. The Contractor shall exert its best efforts to resolve problems presented by Subcontractors.

The Contract Administrator shall consider no request by Contractor for a Clarification on its own behalf or on behalf of a subcontractor unless the request details the Contractor's efforts to resolve the issue, the results thereof, and demonstrate that the Contractor's efforts comply herewith. In all such cases, the Contract Administrator reserves the right to require the Contractor to make additional efforts to resolve the issue rather than issuing a Clarification.

Section 4.07. CLARIFICATIONS AUTHORIZED.

The Contract Administrator is authorized to furnish during the progress of the Work such Clarifications as the Contract Administrator deems are necessary to make clear and to define in greater detail the intent of the Contract Documents. Such Clarifications shall be incorporated by reference into the contract Documents, and the Contractor shall make his Work conform to all such Clarifications. In the event of conflict between the original Contract Documents and subsequently issued Clarifications, the Clarification most recently issued shall control.

Section 4.08. CLARIFICATIONS; PROCEDURE.

A. **Contract-Initiated Requests.** Should the Contractor discover any conflicts or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents; or if it appears to the Contractor that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents; and provided that the Contractor has exerted its best efforts to interpret the Contract Documents and resolve the issue as required by Section 4.06; then before proceeding with the Work affected, the Contractor shall notify the Contract Administrator and request a Clarification.

The Contractor's request for Clarification shall be in writing, accompanied by sketch drawings and the materials necessary to explain and illustrate the problem in detail, and shall explain the Contractor's previous efforts to resolve the issue and the results thereof.

If the Contractor has proceeded with Work which was eligible for a clarification, but regarding which the Contractor failed to request a clarification, the Contractor shall not be entitled to, nor shall it request, any adjustment to the Contract Price or Time, caused by or resulting from such Work. The Contractor proceeds with such Work at its own risk, and shall make good any resulting damage, defect or extra work produced by such work.

B. **County-Initiated Clarifications**. At any time, the Contract Administrator may issue Clarifications to explain the Work more fully. The Contractor shall perform the Work as required by the Clarification.

C. **Incorporation in Contract**. All duly issued Clarifications shall become part of the Contract Documents upon delivery to the contractor.

D. **Procedure for Extra Work Claims**. If the Contractor contends that any clarification requires Work beyond the Scope of the Agreement, the procedures in Section 17.05 shall be followed.

Section 4.09. CONTRACT ADMINISTRATOR'S INVESTIGATION AND RESPONSE TIME.

Upon receipt of Contractor's request for a Clarification, the Contract Administrator shall conduct such investigations as he deems appropriate, including consultation with the Project Architect as necessary to decide the Contractor's request for Clarification.

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In all cases, if the request is incomplete or does not demonstrate the Contractor's compliance with this Article, the Contract Administrator may reject the request unprocessed and return it to the Contractor. There shall be no time extension on account thereof.

Within fourteen (14) days following receipt of the Contractor's fully documented request for Clarification, the Contract Administrator shall issue his written response to the Contractor. If the Contract Administrator rejects the Contractor's request for Clarification, the Contractor shall perform the Work in accordance with the Contract Documents.

If the contract Administrator issues a Clarification, the Contractor shall perform the Work in accordance with the Clarification.

Section 4.10. DISPUTE AS TO SCOPE OF CONTRACT DOCUMENTS.

If the Contractor contends that any Work required by a clarification is outside the Scope of the Contract Documents as specified in section 4.01, the Contractor shall, within five (5) days of receipt of the Clarification, submit a written request for a Change Order to the Contract Administrator.

Such request shall specify all details of why the Contractor contends that the Work exceeds the Scope of the Contract Documents, and shall include an estimate by the Contractor of the cost to perform the Work, which complies with Section 16.05 hereof, and of the time to perform the Work, which complies with Section 3.08 hereof.

Upon timely delivery of a request by the Contractor, the Contract Administrator shall, within fourteen (14) days, consult with the Project Architect, as needed, and respond to the Contractor's request.

Such response shall either confirm the original Clarification, as within the scope of the work, and order the Work to be performed with no extension of time or increase in contract amount, or approve the Contractor's request, in which case a work Authorization will be issued, if authorized by Section 16.03 hereof, or Change Orders will be processed to adjust the Contract Price and/or Time equitably.

The Contractor acknowledges that the purpose of this Section is to allow the County advance Notice of Contractor's contention that a Clarification is beyond the Scope of the Agreement, so that the County may reconsider the Clarification before the Clarification Work is incorporated in the Project and such reconsideration is futile. Therefore, the Contractor agrees that if it proceeds with such Work without providing such Notice or before the Contract Administrator's response, the Contractor does so at its own risk and cost. Extra costs and/or time caused by or resulting from such Work shall be at the Contractor's expense, and the Contractor shall make good any resulting damage, defect, or extra Work produced by such Work.

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ARTICLE 5.

SUBMITTALS.

Section 5.01. REQUIRED SUBMITTALS; TIME.

No portion of the Work requiring submittals shall be commenced until the submittal has been accepted by the Contract Administrator. Should the Contractor proceed with any work requiring a submittal before acceptance thereof, the Contractor shall remove and replace any Work which is not in accordance with the Contract Documents and shall bear the risk of loss due to resulting damage, defects, or added costs.

The Contractor shall provide all submittals required by the Technical Specifications in accordance with the procedures set forth in the Contract Documents 1.

All submittals shall be complete in every respect and shall include all information required both by the particular Technical Specification section and the Contract Documents.

The Contract Administrator shall not process submittals that are not complete in all respects, legible, reproducible, and sufficiently dimensioned and detailed to demonstrate compliance with the Contract Documents.

The Contract Administrator may reject all or any portions of a submittal which fails to comply with the Contract Documents, and the Contractor shall resubmit the entire submittal or the rejected portion, whichever is ordered by the Contract Administrator.

The Contractor shall be entitled to no Contract Time or Price adjustment for delays occasioned by the failure of the Contractor's submittals to comply with the Contract Documents.

Section 5.02. TIME FOR SUBMITTALS.

A. Time Generally. All submittals shall be submitted by the Contractor at the time specified by the Contract Documents, and the applicable portions of the Technical Specifications; provided, however, that in all events, Contractor shall submit all submittals so as not to cause a delay in the Work, including a reasonable time for review by the Contract Administrator. Unless otherwise specified in the Technical Specifications, the time for review by the Contract Administrator shall be no more than twenty-one (21) days.

B. **Submittals within Twenty-One (21) Days Following Notice to Proceed**. Within the first twenty-one (21) days following issuance by the County of a Notice to Proceed, the Contractor shall make the following submittals, including all information required by the General Conditions, Section 01340 of Division 1, and all other the applicable Technical Specifications:

1) All data required by the Contract Documents to substantiate a Request for Substitution.

2) Proposed substitutions, with all substantiating data, for all materials listed as "unavailable materials" on the Contractor's initial submittal, pursuant to Section 3.02-A hereof.

3) A critical path schedule, if required by the Contract Documents.

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4) Any other submittals requested by the Contract Administrator to be received within the first 21 days following issuance of a Notice to Proceed.

C. **Submittals After 21 Days Following Issuance of the Notice to Proceed**: All other submittals required by the Contract Documents shall be submitted in conformity with the time requirements thereof, and in no event later than specified on the schedule of submittals approved pursuant to Section 3.02-G hereof.

Section 5.03. CONTRACTOR'S RESPONSIBILITIES REGARDING SUBMITTALS.

The Contractor shall review and approve all submittals, including those originating with subcontractors and suppliers, before submitting them to the Contract Administrator.

By making a submittal, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

It is the Contractor's responsibility to specifically point out any variation or discrepancy between submittals and the Contract Documents, or between a re-submittal and the notations on the original Submittal. The Contractor shall make specific mention of all such variations, along with an explanation of why they are requested, in his letter of transmittal.

Failure by the Contractor to identify in his letter of transmittal with the submittal any variation, discrepancy, or conflict with the Contract Drawings shall render acceptance of the submittal null and void, and the Contractor shall bear all risk of loss and reconstruction costs or delays.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Contract Administrator's action on a submittal unless the contractor has complied with this section and the Contract Administrator expressly authorizes such deviation.

If any plumbing, mechanical, electrical, or structural modifications are required as a result of submittals that do not comply with the Contract Documents, such modification shall be made without extra cost to the County, and without extension of the Contract Time.

Section 5.04. ACTION ON SUBMITTALS.

The Contract Administrator shall take one of the following actions on a submittal:

"APPROVED": Fabrication, manufacture, or construction may proceed providing submittal complies with Contract Documents.

"APPROVED AS NOTED": Fabrication, manufacture, or construction may proceed providing submittal complies with Project Architect's notations thereon and Contract Documents. If for any reason the Contractor cannot comply with notations, the Contractor shall resubmit as described for submittals stamped **"REVISE AND RESUBMIT"**.

"REVISE AND RESUBMIT": Submittal does not comply with Contract Documents, and fabrication, manufacture, or construction shall not proceed. The Contractor shall make a new submittal conforming to the Contract Documents. Submittals stamped **"REVISE AND RESUBMIT"** shall be attached as an Exhibit to the re-submittal(s) for the specified items.

"NOT APPROVED": Fabrication, manufacture, product and/or construction does not conform to Contract Documents. Such fabrication, manufacture, product or construction shall not proceed and

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are not permitted on the site. The Contractor shall make a new submittal, including a new proposed for fabrication, manufacture, product and or construction conforming to the Contract Documents.

"NO ACTION REQUIRED: Submittal is not required by this contract for this material or product. If Contractor wishes comment on this particular material or product, a submittal of a letter from Contractor explaining his purpose for submittal should accompany any future submittal.

Approval is only for conformity with the Design concept of the Project and compliance with the intent of the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the work of all trades.

Section 5.05. EFFECT OF ACCEPTANCE OF SUBMITTALS.

The acceptance of submittals shall not relieve the Contractor of any obligation for quantities, accuracy of dimensions and details for property coordination, fitting and construction of the Work; for errors or omissions in the submittals; for conforming the Work to the requirements of the Contract Documents and all applicable laws and regulations; or from responsibility to fulfill the Contract at no extra cost to the County, within the Contract Time.

The County will review submittals for conformity with the Contract Documents, and acceptance thereof operates only with reference to such conformity. The County will attempt to discover errors, but the responsibility for accuracy and completeness of all submittals is the Contractor's.

After a submittal has been accepted, the Work shall proceed in accordance therewith.

The acceptance of samples provided with submittals shall be for the characteristics thereof, for the uses named in the action on the submittal, and for no other. Acceptance of samples shall not constitute a modification in any requirement of the Contract Documents unless expressly so noted, nor shall it relieve the Contractor of its obligation fully to perform the Agreement for Construction. All material or work installed after acceptance of a sample shall be equal or better than the sample in all respects.

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ARTICLE 6.

MATERIALS; STORAGE; PAYMENT; CERTIFICATIONS.

Section 6.01. QUALITY OF MATERIAL AND PRODUCTS.

The Contractor shall, if required by the Contract Administrator, furnish satisfactory evidence as to the kind and quality of materials provided in addition to the submittals required by the Technical Specifications.

The Contract Administrator may require, and the Contractor shall submit, a list designating the source of supply of each item of material entering into the Construction of the Work, and in such event, such materials or products shall not be delivered to the Work nor installed therein until after the Contract Administrator has approved such list.

Section 6.02. BETTER MATERIAL OR PROCESS.

In the Event that Contractor furnishes a material, product, process or article better than that specified in the Contract Documents, the difference in cost of such material, product, process or article shall be borne by the Contractor, unless the County previously specifically authorized the use of such item and a Contract Price adjustment therefore.

Section 6.03. INDUSTRY STANDARDS.

Unless otherwise specified in the Technical Specifications:

A. Any material specified by reference to a number, symbol or title or a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with requirements in the latest revision thereof including any amendments or supplement thereto, in effect on the date of the Contractor's Bid, except as limited to type, class or grade, or modified in such reference.

B. The standard referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications. These standards are not specified in detail for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

1) Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office.

2) Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.

3) Where Commercial Standards or Product Standards are referred to as a measure of quality, standard and method of fabrication, they refer to Commercial Standards and Product Standards issued by the U.S. Department of Commerce.

4) Where industry standards numbers are used, they refer to the latest tentative specifications, standards specifications, standards method or standard methods of testing, issued for example by the American Society for Testing Materials, unless specifically noted.

See Section 01 42 13 - Standard Abbreviations and Symbols for details on Abbreviations and Symbols.

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Section 6.04. MATERIALS AND PRODUCTS STORAGE.

The Contractor shall confine the storage of all materials, products and equipment required in the performance of the Work to the area specified on the contract Drawings.

The County reserves the right, at the sole discretion of the Contract Administrator, to require materials to be stored off the Site in a bonded warehouse or other approved location. The County shall provide such location free of charge to the Contractor, or the Contractor shall be entitled to a Contract Price change order to off-set the actual cost thereof as defined in Section 17.02-D. Contractor shall not be entitled to overhead and profit on the rent of such facility.

The Contractor is admonished that the County has no obligation to provide a secure warehouse or other storage facilities; the Contractor takes the sole risk of loss or vandalism to any products or materials stored anywhere other than in a warehouse provided by the County.

All materials and products shall be stored in accordance with their manufacturers' instructions, with seals and labels intact and legible.

All materials, supplies and equipment to be incorporated in the Work shall be new, unless otherwise specified; of the type, capacity and quality specified; and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed and shall be kept legible.

The Contractor shall protect the Work, materials and equipment from damage due to action of the elements, trespassers, and other causes. It shall properly store materials and equipment and, when necessary or when specified by the Technical Specifications, erect such temporary structures as is required to protect them from damage.

Section 6.05. TIME FOR DELIVERY OF MATERIALS: EARLY DELIVERY.

A. **Basic Requirement:** Unless early delivery is authorized by the Contract Administrator pursuant to Subsection B. hereof, the Contractor shall limit delivery of materials and equipment to the Site to those materials and/or equipment needed for installation within thirty (30) days of the date of delivery. The Contract Administrator shall refuse payment for materials delivered to the Site that are not intended to be used within thirty (30) days of the date of delivery.

B. **Early Delivery of Materials:** The County reserves the right to allow an earlier delivery date of any materials and/or equipment. Upon inspection and approval as specified below, the Contractor shall be entitled to progress payments therefore as specified in Section 23.01.

Upon application by the Contractor, the Contract Administrator, in his sole discretion, may authorize early delivery of materials and/or equipment, and payment therefore, subject to the following requirements:

1. For purposes of this Section, "materials and equipment" eligible for payment are defined as finished goods made specifically for the Project and requiring extensive time to be manufactured or obtained. Raw materials or work in progress and not yet delivered to an approved storage location are not eligible for payment. Finished items that are readily available for purchase are not eligible for payment.

2. The Contractor's request shall demonstrate that the proposed early payment is in the best interest of the Project by accomplishing time and/or money savings.

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3. In his application for payment for such materials, the Contractor shall separately list the items for which payment is sought pursuant to this subsection. No payment shall be authorized unless the Contractor demonstrates that he is the unconditional owner of the equipment or material and executes a transfer of title to such equipment or material to the County with each request for early payment.

4. The materials for which a progress payment has been received shall be fully insured, with the County named as co-insured, segregated from the manufacturer's other work in progress and raw materials at the manufacturer's place of storage, and separately identified as being the property of the County of Yolo. Such insurance shall be primary, and the County's Builders' Risk insurance secondary.

5. The County retains the right to conduct inspections of such materials either during fabrication or during storage, at the manufacturer's plant or place of storage. The Contractor shall retain all risk of loss for such materials, however.

6. Payments for such materials shall be due only after such materials have either been delivered to the job site or to a storage location acceptable to the County, except that such payments shall not be included in the value for work in place for the purpose of calculating payments for labor and mark up.

7. The County reserves the right to specify requirements in addition to those stated above regarding early payment for materials. Such requirements shall be listed on the Contract Administrator's consent for early payments; the Contract Administrator hereby is authorized to provide such consents, with additional requirements, as are deemed necessary to protect the County.

Section 6.06. SPARE PARTS AND MAINTENANCE MATERIALS.

The Contractor shall provide spare parts and maintenance materials as required by the Technical Specifications.

Section 6.07. PROVIDING AND PAYING FOR MATERIALS, ETC.

Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, products, articles, processes, tools, equipment, and installation, and all associated superintendence of every nature whatsoever necessary to execute and complete the Work within the specified time.

Section 6.08. WARRANTY OF TITLE.

No material, article, product, supplies, or equipment for the Work under this Agreement shall be subject to any chattel mortgage, or a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier.

The Contractor warrants that, upon demand by County at any time after a progress payment has been made therefore, the Contractor will deliver to the County clear title to any materials, supplies, and/or equipment for which such progress payment was made, but which has not as yet been incorporated into the Work, such title to be free from any claims, liens, or changes, save only the Contractor's claim for the 10% withhold attributable to such materials, supplies, or equipment.

The Contractor further warrants clear title to all material, supplies, and equipment installed or incorporated in the Work, and agrees upon completion of the Work to deliver the premises, together with all

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improvements and appurtenances, constructed or placed thereon pursuant to the Agreement for Construction, to the County, free from any claims, liens, or charges.

The Contractor agrees that neither he nor any person, firm or corporation furnishings any materials or labor for any Work pursuant to the Agreement for construction shall have any right to a lien upon the premises or any improvement or appurtenances thereon; provided, however, that nothing contained in this section shall defeat or impair the rights of persons furnishing materials or labor under the Payment Bond posted by the Contractor, nor any rights covered under any law permitting such persons to look to funds due to the Contractor but withheld by the County.

This section shall not disallow the Contractor's installing any devices or equipment of utility companies or of governmental agencies, the title to which is commonly retained by the utility company or the agency.

Section 6.09. PATENTS AND ROYALTIES.

All fees, claims, or royalties for any patented or copyrighted invention, article, arrangement, or plan that may be used upon or in any manner connected with the doing of the Work or any part thereof shall be included in the price bid for doing the Work. The Contractor and his sureties shall protect and hold harmless the County and all of its officer, agents, and employees against any and all demands made for such fees or claims and against any and all suits, demands, claims, or causes of action brought or made by the holder of any invention, patent, copyright or trademark, or arising from any alleged infringement of any invention, patent, copyright, or trademark.

Before final payment, the Contractor shall furnish acceptable proof to the Contract Administrator of proper release from all such fees or claims.

Section 6.10. PAYMENT OF FEDERAL OR STATE TAXES.

Any Federal, State, or local tax, specifically including sales and use taxes, payable on materials incorporated in the Work shall be included in the Contract price and paid by the Contractor.

The County will furnish the contractor with a certificate, on forms provided by the Contractor, to the effect that such materials are for the exclusive use of the County.

Section 6.11. PRODUCT CERTIFICATION.

Where required by the Technical Specifications, the Contractor shall submit proper product Certifications, which demonstrate the product's conformity to the Technical Specifications. Article 5 shall apply thereto.

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ARTICLE 7.

PRODUCT OPTIONS AND SUBSTITUTIONS.

Section 7.01. APPLICABILITY OF ARTICLE.

This Article authorizes the Contractor to request substitutions of equal materials pursuant to Public Contracts Code Section 3400. Applications for such Substitutions shall be considered by the County only if the contractor's submittal is received within the time and includes all information specified herein and in the Contract Documents.

The Contractor is responsible to file all such requests on behalf of all subcontractors and product supplies; the County shall consider no request filed by a subcontractor or product supplies.

Only one request for Substitution shall be considered for each product specified. If the Contractor's request for Substitution is denied, the Contractor shall provide the specified first preference product.

Section 7.02. EFFECT OF BRAND NAME MATERIALS SPECIFICATION.

Unless otherwise expressly specified, whenever in the Contract Documents any materials, products, processes or articles are indicated or specified by the name brands of the manufacturers or products, or by patent or proprietary names, such Specifications shall be deemed to be followed by the words, "or equal", unless the specification expressly states that there is no known equal, or that the particular product specified is a unique or novel product application required to be used in the public interest. When materials are specified by reference to brand names, such specification is intended to incorporate all specifications of the listed brand as the measure of the type, quality and utility of the material so specified, and is not intended to limit the bidding, directly or indirectly, to any one specific concern.

Section 7.03. NECESSITY FOR SUBSTITUTION REQUESTS.

If materials are specified only by reference to standards, with no brand or proprietary trade name listed, any product meeting the specified standards may be provided, and no request for Substitution is required. No product not meeting the specified standards shall be provided unless a change order is approved so authorizing.

If materials are specified by listing more than one manufacturer or product, and the specification does not list one as the first preference manufacturer or product and the others as optional, any manufacturer or product listed may be provided, and no request for Substitution is required. If material is proposed other than the listed manufacturers or products, a Substitution shall be proposed by the Contractor pursuant to this Article.

Section 7.04. TIME FOR REQUESTING SUBSTITUTIONS.

All requests for Substitutions shall be submitted to the Contract Administrator no later than thirty-five (35) calendar days from the date of the Award of Contract. Thereafter, this Article shall be of no further effect, and the Contractor shall provide only the material specified.

Any further requests to provide materials other than those specified shall be treated as Change Orders, subject to Article 16. The County reserves the right to refuse to accept applications for such Change Orders and has no obligation to review such applications. Such applications shall not be accepted for review unless the Contract Administrator has previously determined that it is in the County's best interest to do so.

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Section 7.05. APPLICATION FOR SUBSTITUTIONS; CONTENTS.

Applications for Substitutions shall be accepted for review only if the application is timely filed, and includes the following information:

A. All Technical Specification Section Number(s) where the material is specified;

B. If the material is proposed as an "or equal" Substitution, submittals to demonstrate that the material in fact is equal in all respects to that specified or, if applicable, to the first preference specified, including detailed drawings, construction specifications, performance specifications and warranty information for the material proposed for Substitution.

C. Complete Working Drawings and specifications demonstrating how the Substitution is to be incorporated into the Work so that the system of which the substituted material is a component will be a coordinated system fully compatible with all related systems, in conformity with the intent of the Contract Drawings.

D. Complete identification of all changes in related Work necessary to accommodate the Substitution, including but not limited to structural, mechanical and electrical changes.

E. Cost information necessary to evaluate the net difference in cost of the specified material against that proposed for Substitution, including the supplies' cost quotations and the Contractor's labor estimates.

F. Contractor's written assurance that the material is in fact equal in all respects to the material specified, or if applicable, the first preference specified; and that if the Substitution is accepted, the Contractor will bear all costs of incorporating the substituted material into the Work to provide a complete system which conforms to the design intent; and that no Contract Price or Time increase will be sought by Contractor on account thereof.

Failure by the Contractor to identify all deviations from the Contract Documents in his request for Substitution shall render any County action taken thereon null and void. Contractor shall bear all costs resulting from any error in the request for Substitution.

Section 7.06. ACTION ON REQUEST.

Within twenty-one (21) days of receipt of complete submittals requesting a Substitution, with all supporting data necessary to evaluate the request, the Contract Administrator shall evaluate and act on the request. The decision of the Contract Administrator shall be final. No Contract Time Extensions shall be allowed on account of an incomplete request for Substitution or the timely decision on such request.

The Contract Administrator shall authorize a Substitution only if he finds that the material requested is equal in all respects to that specified and is consistent with the design intent of the Contract Drawings.

The Contractor shall bear the burden of proving to the County's satisfaction that the material proposed in the substitution request is of equal quality and performance to the originally specified material in all respects and is compatible with the design intent.

The Contract Administrator's evaluation shall consider, but is not limited to, the following factors:

A. All product data for the originally specified material as against that for the requested Substitution;

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B. The compatibility of the substitution with the remaining components of the system(s) of which it is a part.

C. The conformity of the Substitution with the design intent.

D. The length and terms of the warranties for the material proposed in the Substitution.

E. The net cost advantage to the County for granting the Substitution request.

Section 7.07. SAMPLES AND TESTING OF PROPOSED SUBSTITUTIONS.

If the Contract Administrator determines that samples and/or testing are required to decide a request for a Substitution, he shall so advise the Contractor, and specify the materials or work to be sampled and/or tested. The Contractor shall at no cost to the County, provide such samples and testing as required to evaluate the requested Substitution. The results of the testing shall be evaluated by the Contract Administrator before action on the Substitution request. The time during which the sampling and testing is being conducted shall not be included within the time specified in Section 7.06.

Section 7.08. DESIGN COSTS FOR SUBSTITUTION.

If a Substitution is accepted, Contractor shall bear all costs associated therewith, including the cost of architect's and/or engineer's services required to adapt the substitution to the design to the complete satisfaction of the County, and all costs of mechanical, electrical, structural or other changes needed to adapt the Substitution to the Work. Contractor shall also bear all cost increases to the County for construction management services being provided to the County by independent contractors, resulting from the substitution.

Section 7.09. EFFECT OF ACCEPTANCE.

If a Substitution is accepted, the Contractor shall be solely and directly responsible for setting accepted substituted materials and/or equipment and systems into the available space, and for the proper operation of the substituted equipment with all other equipment with which it may be associated, all in a manner acceptable to the County and which conforms to the design intent.

No time extension shall be granted on account of a Substitution. The Contract Price shall be adjusted by the price difference between the accepted Substitution and the originally specified (first preference) material. Neither acceptance nor rejection of a Substitution request shall relieve the Contractor of any obligation to perform the Agreement for Construction according to its terms, other than as expressly modified by the accepted Substitution.

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ARTICLE 8.

SAMPLES, TESTS AND TESTING LABORATORIES.

Section 8.01. CONTRACT COMPLIANCE TESTING; SAMPLES.

Materials and/or work that require sampling and/or testing to determine compliance with the Contract Documents are specified in the Technical Specifications. The Contractor shall bear the full cost of providing samples when required to perform the specified tests, and shall take, store and provide such samples in the manner specified in the Technical Specifications, including Division 1.

All such samples shall be selected by the Contract Administrator or the Testing Laboratory employed by the County.

Section 8.02. DELIVERY OF SAMPLES.

The Contractor shall, at his sole cost and expense, furnish, package, mark, and store all samples to be tested. Chain-of custody and sample security precautions shall be utilized, as specified or as instructed by the Contract Administrator.

Collection, preparation, curing and delivery of all samples shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing.

Section 8.03. TESTING LABORATORY; COSTS.

The County shall employ and pay for the services of one or more independent testing laboratory(ies) ("Test Laboratory") to perform all required contract compliance testing expressly specified in the Technical Specifications as being provided by the County.

The County reserves the right to utilize the Yolo County Public Works concrete testing laboratory for any and/or all specified concrete or paving tests.

All testing not specified as being provided by the County shall be provided by the Contractor, using testing agencies with the specified qualifications.

The County reserves the right to require the Contractor to provide samples and to perform tests in addition to those samples and/or tests specified in the Technical Specifications. In the event the County orders such additional samples and/or tests, the County shall be obligated to pay therefore only if the sample and/or test is acceptable. If the sample and/or test does not comply with the Contract Documents, the County shall deduct the cost of the extra testing, and any subsequent re-testing, from the next progress payment.

If the Contractor determines that testing in addition to that specified is necessary and/or convenient, the Contractor shall employ a separate testing laboratory. The results of such tests shall not be binding on the County.

Section 8.04. RE-TESTING.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and the original test and all further sampling and testing required by the

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County shall be at Contractor's expense. Re-testing shall not be charged against the specified contingency or testing allowances, if any.

Section 8.05. ACCESS TO SITE; COOPERATION.

The Contractor shall allow free access at all times to the representatives of the County's testing laboratory or consultant to the Work, or to any off-site area where Work is being performed and shall point out the sources from which samples are taken.

The Contractor shall cooperate with the testing laboratory to facilitate execution of its services and shall provide quantities of samples as specified.

Section 8.06. DAMAGE DUE TO TESTING.

Contractor shall, at his sole cost and expense, repair all damage resulting from testing or retesting specified in the Contract Documents. The County shall issue a Contract Price adjustment for repair of damage due to sampling or testing in addition to that specified in the Contract Documents, if and only if the additional testing shows full compliance with the Contract Documents; otherwise, the Contractor shall be obligated to repair such damage.

Section 8.07. RESULTS OF SAMPLING/TESTING.

No materials or work of which samples and/or tests are required shall be used or covered until the Contract Administrator approves such samples and/or tests. If the Contractor installs, uses or covers any such material, article or work prior to testing and approval, such shall be at Contractor's sole risk and expense, and he shall bear all costs of uncovering, repair and replacement thereof.

Upon testing of any sample of material or work, no additional sample shall be considered.

Section 8.08. EFFECT OF SAMPLING AND TESTING.

The County assumes no obligation, and the Contractor shall be relieved of no obligation undertaken pursuant to the Agreement for Construction, by virtue of sampling and testing specified in this Article. The responsibility for incorporating satisfactory materials and workmanship, which meet the Contract Documents, into the Work rest entirely with the Contractor, notwithstanding any prior samples or tests.

The Contractor is not relieved of this obligation by virtue of the results of any test or the failure of the testing laboratory or consultant accurately to ascertain or report test results.

Section 8.09. CODE COMPLIANCE TESTING; COSTS.

The Contractor shall bear all costs for all sampling and/or testing required by all agencies of jurisdiction regarding compliance of the Work with the Codes those agencies enforce. Examples include but are not limited to Building, Fire, Health, Air Pollution, and CALOSHA Code and regulation and compliance testing.

The Contractor shall arrange for and conduct all such testing in conformity with applicable codes and regulations and shall schedule the testing so as not to delay the Work.

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ARTICLE 9.

REJECTION AND REPLACEMENT OF WORK AND MATERIALS.

Section 9.01. REJECTION OF MATERIALS AND WORKMANSHIP.

The County shall reject materials that are determined by the Contract Administrator to be defective or fail to comply fully with the Contract Documents, and workmanship that is not first-class, competent and workmanlike in all respects. Rejected workmanship shall be corrected satisfactorily and rejected materials shall be removed from the premise and replaced, all without cost to the County.

Section 9.02. REMOVAL OF REJECTED MATERIALS.

The Contractor promptly shall remove from the Site all materials that have been rejected.

Upon request by the Contract Administrator, the Contractor shall submit a statement of the source for rejected materials. The County reserves the right to notify such source that the specified materials have not been and will not be incorporated into the Work, and no claim or stop notice therefore will be recognized. The Contractor shall fully indemnify the County for any claims, costs, or demands made by any supplier regarding such materials. The County reserves the right to satisfy any such supplier's claims by issuing a warrant jointly payable to the Contractor and the supplier, the amount of which shall be deducted from the next progress payment due to the Contractor.

Section 9.03. FAILURE TO REMOVE REJECTED MATERIALS.

If the Contractor does not remove rejected materials within a reasonable time, fixed by the written notice from the Contract Administrator, the County may remove such materials and may store or return the materials to the supplier, all at the expense of the Contractor. Contractor shall also bear the cost of replacement of any work damaged due to the removal of materials pursuant to this Section.

Any materials removed and stored pursuant to this section shall remain the property and the responsibility of the Contractor, and it is the Contractor's obligation to dispose of such materials. Such materials shall not again be brought upon the Site or any County-approved storage facility.

Section 9.04. FAILURE TO CORRECT REJECTED WORK; WITHHOLD AND DEDUCTION.

If the Contractor fails to correct rejected workmanship and/or materials, the County may withhold the cost to correct the rejected work, and the value of the rejected materials, from the Progress Payments due the Contractor.

If the work is not corrected prior to recordation of a Notice of Cessation or Notice of Completion, the County shall process a Contract Price Change Order to decrease the Contractor's final payment by an amount equal to the cost to cure the defect, measured by the cost the County would incur to purchase and install the specified material, and/or to correct the faulty workmanship, to bring the Work into full compliance with the Contract Documents.

Section 9.05. RESERVATION OF RIGHTS.

The County's authority to reject work under this Article is in addition to all other County rights under the Agreement for Construction. Neither the County's action or inaction under this Article shall relieve the Contractor from any obligation under this Agreement, nor constitute a waiver by the County of any other right under the Agreement for Construction.

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ARTICLE 10.

SUPERVISION AND LABOR.

Section 10.01. SKILLED LABOR.

All labor shall be especially skilled for the kind of Work required, shall be conducted under the direction of a competent foreman, and workmanship shall be of the highest quality and finish, competent and workmanlike in all aspects.

All workers shall meet the skill and experience requirements specified in the applicable sections of the Technical Specifications.

Section 10.02. NO TENANCY.

All workers, contractors, or Contractor's representatives are admitted to the Site only for the proper execution of the Work and have no tenancy.

Section 10.03. DISMISSAL OF UNSATISFACTORY EMPLOYEES.

All employees engaged in the Work will be considered employees of the Contractor.

The Contractor shall discharge, or cause a subcontractor to discharge, any incompetent employee, any employee not skilled for the type of work required, or any employee who violated the standard set forth in Section 10.06 habitually or flagrantly.

Section 10.04. PERSONAL ATTENTION AND SUPERINTENDENCE; CONTRACTOR'S AGENT.

The Contractor shall supervise the Work to the end that it shall be faithfully prosecuted.

The Contractor at all times keep a Project Superintendent, fully empowered to act as agent for the Contractor, on the Site or available by telephone and within a reasonable distance. Contractor shall advise the County in writing of its agent, and of any limitations on the agent's authority to act on behalf of the Contractor. Regardless of such limitations, the Contractor shall be responsible for the faithful observation of all instructions delivered to it or its Project Superintendent, and representations on behalf of the Contractor by the Superintendent shall be binding on the Contractor.

Section 10.05. AUTHORIZED COUNTY VISITORS TO THE SITE.

The Contract Administrator shall specify those individuals who are entitled to access to the Site.

If the Contractor has complaints regarding the presence or conduct of any authorized individual on the Site, the Contractor shall report such complaint to the Contract Administrator, and shall conform to the instructions of the Contract Administrator regarding the complaint.

After consultation with the Contract Administrator, the Contractor may enforce reasonable regulations to secure the safety of authorized visitors. Such regulations may include the requirements to check in at a designated location and wear "hard hats" in specified areas.

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Section 10.06. RELATIONSHIPS OF EMPLOYEES AND COUNTY EMPLOYEES AND THE PUBLIC.

It is the policy of the County of Yolo and the law of this State that all County employees be free from sexual, racial, or other harassment at their workplace; it is the policy of the County that all members of the public likewise be free there from.

It is Contractor's responsibility to supervise all workers on this Project to the end that their conduct does not result in a violation of this policy.

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ARTICLE 11.

SUBCONTRACTORS; LISTING AND BID; SUBSTITUTION.

Section 11.01. SUBCONTRACTORS; CONTRACTOR'S SUPERVISION.

Nothing contained in the Agreement for Construction shall create any contractual relationship between any subcontractor and the County of Yolo. The County's only contract is with the Contractor.

The Contractor shall be as fully responsible to the County for the performance and/or omissions of all first-tier and lower-tier subcontractors and their employees and agents as it is for its own performance and omissions.

It is the Contractor's responsibility, not the County's, to resolve disputes between subcontractors and/or between the Contractor and subcontractors. The Contractor shall not simply refer issues raised by subcontractors to the Contract Administrator. Prior to referring any controversy, issue, or request made by any subcontractor to the County, the Contractor shall exert his good faith best efforts to resolve the issue. Upon referring any such request, the Contractor shall accompany it with a submittal specifying efforts taken by the Contractor to resolve the issue. Should the Contract Administrator determine that the Contractor has not satisfied his obligation pursuant to this section, the Contract Administrator may reject the Contractor's submittal. The Contractor shall not be entitled to either a Contract Price or a Contract Time Change Order as a result of such rejected submittal.

It is also the Contractor's responsibility to supervise all subcontractors' compliance with all safety, wage and hours, equal employment opportunity and related regulations, including reporting requirements.

The County shall not entertain any request for, nor engage in, arbitration or dispute resolution between subcontractors, subcontractors and the Contractor, nor any agency with Code compliance, safety, wage and hours, and/or equal employment opportunity jurisdiction. However, in the event of such dispute, the Contract Administrator may request the Contractor to provide a complete written explanation of all facts underlying the dispute and may attend or call any meetings between the disputing parties. The Contractor shall provide such information to the Contract Administrator upon his request.

The County shall not be liable to the Contractor for any claims by subcontractors, suppliers, laborers, workers, or any other person, including claims that are settled by and assigned to the Contractor. The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees from and against any and all such claims.

Section 11.02. DISPUTES BETWEEN SUBCONTRACTORS AND/OR CONTRACTOR.

If, through acts of neglect on the part of the Contractor, including failure to supervise and control his subcontractors, any other contractor, subcontractor, or workman shall suffer loss or damage on the Work, Contractor agrees to settle with such other contractor, subcontractor, or workman by agreement or arbitration, if such other contractor, subcontractor, or workman shall assert any claim against the County of Yolo or any of its officers, agents, or employees, on account of any damage alleged to have been so sustained.

In the event of the receipt of any such claim, the County shall notify the Contractor, who shall defend, indemnify, and save harmless the County and all of its officers, agents, and employees against any such claim, pursuant to Section 2.05 hereof.

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Section 11.03. LISTING OF SUBCONTRACTORS.

Contractor shall comply with the requirements in the Instructions to Bidders regarding the listing of subcontractors and shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contracts Code Sections 4100 and following, forbidding bid shopping and bid peddling and requiring accurate listing of all subcontractors.

Should the Contractor violate any provision of that Chapter, such violation shall be deemed a breach of the Agreement for Construction, and the County shall have all remedies provided by California law including, but not limited to, those provided in Public Contracts Code Section 4110, allowing termination of the Contract or a penalty assessment of 10% of the subcontract.

Section 11.04. TERMINATION OF UNSATISFACTORY SUBCONTRACTORS.

When any portion of the Work that has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the Contractor shall terminate the subcontract for such work.

Any such subcontractor who is discharged shall not again be employed on the Project.

Any termination of a subcontractor pursuant to this section shall be in strict conformity with the Subletting and Subcontracting Fair Practices Act, Public Contracts Code Sections 4100 and following.

Section 11.05. SUBCONTRACTORS' INSURANCE.

All subcontractors shall procure and maintain the insurance required by Article 2 hereof. Contractor shall supervise subcontractors to enforce this requirement and shall allow no subcontractor to evade this requirement.

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ARTICLE 12.

STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY.

Section 12.01. PREVAILING WAGE RATE NOTICE

As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the Work on the project is to be performed for each craft, classification, or type of Worker needed to execute this Contract. The prevailing rates so determined are on file with the COUNTY, and they are available for public inspection. They may also be obtained on the internet at http://www.dir.ca.gov/DIR/S&R/statistics_research.html. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The CONTRACTOR shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

If the Project is subject to the requirements of Title 8 of the California Code of Regulations, Section 16461, the CONTRACTOR shall post on the jobsite a Notice containing the following language:

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU.

SB 854 (2014) established a public Works CONTRACTOR registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public Works projects.

- Pursuant to Labor Code section 1725.5 and 1771.3, contractors and subcontractors who intend to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. CONTRACTOR and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project. Information is available at: http://www.dir.ca.gov/Public-Works/PublicWorks.html. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be CONTRACTOR's sole responsibility to evaluate and comply with all labor compliance requirements and applicable laws in performing the Agreement for Construction.

Section 12.02. PAYMENT OF PREVAILING WAGE RATES.

Pursuant to Labor Code Section 1772, Workers employed by contractors or subcontractors in the execution of any contract for public Work are deemed to be employed upon public Work as defined in Labor Code Sections 1720-1725. Therefore, the CONTRACTOR shall pay, and shall cause all subcontractors, whether under contract with the CONTRACTOR or under contract with any subcontractor, to pay not less than the specified prevailing wage rates to all Workers employed in the execution of this Contract.

In accordance with Labor Code Section 1775, the CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by subcontractors to employees by periodic review of the certified payrolls of the Subcontractors.

Section 12.03. WAGE RATES FOR CRAFTS NOT LISTED.

The responsibility to check prevailing wage rates is the CONTRACTOR's. Pursuant to Labor Code Section 1773, the CONTRACTOR may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The CONTRACTOR may also petition the Director of DIR to make a determination for a particular craft, classification or type of Work not covered by a general determination. Pending the review or

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determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the bid or Contract Price shall be made if such assumption is incorrect.

Section 12.04 RECORDS OF HOURS WORKED AND WAGES

The CONTRACTOR shall keep, and shall cause all subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the COUNTY and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code. The certified payroll records shall contain at least the following information: the name, address, social security number, Work classification, dates of payroll period, 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 the CONTRACTOR and/or each Subcontractor in connection with the Work.

In the event that the CONTRACTOR and/or any subcontractor fails to submit certified payroll records to the COUNTY within ten (10) calendar days of a request from the COUNTY for the records, the CONTRACTOR and/or the Subcontractor shall, as a penalty, forfeit one hundred dollars ($100) per calendar day, per Worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due and/or to become due. The CONTRACTOR is not subject to this penalty assessment due to the failure of a Subcontractor to comply with these requirements if the CONTRACTOR can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

The CONTRACTOR shall not carry on its payrolls any person not actually employed by the CONTRACTOR, nor shall it carry on its payroll's employees of any Subcontractor. The CONTRACTOR shall show on its payrolls all persons actually employed by the CONTRACTOR on the Project, in any capacity. The CONTRACTOR shall cause all subcontractors on the Project, whether under contract with the CONTRACTOR or under contract with any subcontractor, to comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the CONTRACTOR, or any subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. CONTRACTOR shall preserve and cause all Subcontractors to preserve such books, records and files for the audit period.

Section 12.05. ADDITIONAL REQUIREMENTS FOR LABOR COMPLIANCE

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the COUNTY may, on its own or if required by the Labor Commissioner, withhold funds due to the CONTRACTOR when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the CONTRACTOR or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the CONTRACTOR or subcontractor whose payroll records are delinquent or inadequate. The CONTRACTOR shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the CONTRACTOR and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the CONTRACTOR has been directed to withhold; and (3) informs the CONTRACTOR or subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth below.

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Section 12.06 UNDERPAYMENT OF WAGES

The CONTRACTOR agrees that in the event of underpayment of wages to any employee on the Project, whether by the CONTRACTOR or any subcontractor on the Project, the COUNTY may retain from payments due to the CONTRACTOR, an amount sufficient to pay such Worker the difference between the wages required to be paid by the DIR, and the wages actually paid such Worker for the total number of hours Worked, plus any penalties and forfeitures. The COUNTY may disburse such retention to such employees.

Section 12.07. APPRENTICES.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor.

The CONTRACTOR and all subcontractors on the Project shall comply with the requirements of Sections 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices. Violation of these requirements shall subject the CONTRACTOR and/or subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, from the Division of Apprenticeship Standards or its branch offices, and/or on the DLSR website at www.dir.ca.gov/DLSR/PWD. Apprentices employed on the Project must at all times Work with or be under the direct supervision of a journeyman or journeymen.

Section 12.08 PENALTIES

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the CONTRACTOR shall forfeit to COUNTY as a penalty the sum specified below, over and above any retention or withholds otherwise authorized by the agreement, as follows:

A. Up to two hundred dollars ($200) for each calendar day, or portion thereof, for each Worker paid less than the applicable prevailing wages for any Work done by him/her under this Contract or under any subcontract on the Project, with the amount to be determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code section 1775. If a Worker employed by a Subcontractor on the Project is paid less than the prevailing wages by the Subcontractor, the CONTRACTOR is not subject to this penalty assessment if the CONTRACTOR can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b).

B. Twenty-five dollars ($25) for each Worker employed in the execution of this agreement by the CONTRACTOR or by any Subcontractor on the Project for each calendar day during which such Worker is required or permitted to Work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3.

C. Failure to provide certified payroll records to the COUNTY or, if applicable, to the CMU, within ten (10) calendar days of a request, shall, in addition to resulting in a withholding of payments due or estimated to be due, result in a penalty in the amount of one hundred dollars ($100) for each calendar day, or portion thereof, for each Worker until strict compliance is effectuated. The CONTRACTOR is not subject to this penalty assessment due to the failure of a Subcontractor to comply with these requirements if the CONTRACTOR can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

D. Knowing violation of Labor Code Section 1777.5 shall yield a penalty in an amount not exceeding one hundred dollars ($100) for each full calendar day of non-compliance. A CONTRACTOR or Subcontractor who knowingly commits a second or subsequent violation of Section 1777.5 within a

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three-year period, where noncompliance results in apprenticeship training not being provided as required, shall forfeit as a civil penalty the sum of no more than three hundred dollars ($300) for each full calendar day of noncompliance.

Section 12.09. HOURS OF WORK AND APPROVAL OF SCHEDULES

Eight (8) hours of labor constitutes a legal day's Work, and forty (40) hours constitutes a legal Work week. No Worker employed at any time by the CONTRACTOR, or by any subcontractor upon the Project, shall be required or permitted to Work more than eight (8) hours in any one calendar day or forty (40) hours in any one week, except as provided in Labor Code Sections 1810 through 1815.

Overtime shall be paid at the rate of not less than one and one-half (1-1/2) times the basic rate of pay, or at such other rate as stated on the applicable Determination issued by the DIR, or as may be required by applicable statutes or collective bargaining agreements.

The COUNTY reserves the right to approve or disapprove the days scheduled for Work, and the hours during which Work is in progress.

Section 12.10. COMPLIANCE WITH THE STATE ANTI-DISCRIMINATION LAWS

The CONTRACTOR shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public Works who violates this section is subject to all the penalties imposed for a violation of this chapter."

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ARTICLE 13.

FEDERAL REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY

SEE SUPPLEMENTARY CONDITIONS

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ARTICLE 14.

ON-SITE SECURITY; RISK OF LOSS; SITE SAFETY.

Section 14.01. PROJECT SITE.

The Contractor shall confine his equipment, materials, and construction apparatus to the site limits designated in the Contract Documents and/or directed by the Contract Administrator.

The Site and equipment storage areas shall be kept in a neat and safe condition, conforming to all requirements of the Contract Documents and applicable Codes regarding the storage of materials, including flammable materials.

Section 14.02. SECURITY OF THE SITE.

The Contractor shall take such steps as are necessary to secure the Site at all times, including times workmen are not present. The Contractor shall maintain adequate security and protection of all structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site, against damage, vandalism, loss of fire, or theft.

The Contractor's attention is directed to the Technical Specifications and/or Supplementary Condition for specified fencing, screening, gate and lighting requirements, if any.

The Contractor may, at its option and expense, provide night watchmen for the Site. The facilities for such watchmen shall be subject to approval by all agencies with jurisdiction.

At the Contract Administrator's request, the Contractor shall meet with representatives of the police and fire agencies with jurisdiction and shall comply with the Contract Administrator's request on behalf of such departments regarding security of the Site.

Section 14.03. RISK OF LOSS.

The Contractor assumes full responsibility for site security and full liability for the risk of loss from any cause of materials stored, work performed and existing improvements on the site, and agrees to repair and replace, at no cost to the County, at the time they are needed for incorporation in the Work, any materials or work that may have become lost, damaged, destroyed, stolen, vandalized, or have otherwise been rendered unsuitable for use from any cause. Contractor shall repair or replace any such damage and remove any damaged or defaced materials and/or equipment from the Project Site, at no cost to the County, and Article 9 hereof shall apply to such material or equipment.

Section 14.04. PROTECTION OF WORKMEN AND VISITORS TO THE SITE.

Contractor shall take all necessary precautions for the safety of all employees and visitors to the Site and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Site.

Contractor shall erect and properly maintain at all times, as required by the condition and progress of the Work, all necessary safeguards for the protection of workmen, visitors to the Site, and the public, and shall post danger signs warning against construction hazards as needed.

The responsibility for maintaining a safe site shall be the Contractor's and the County undertakes no obligation to suspend the Work or notify the Contractor of any hazardous condition or noncompliance with safety laws.

Contractor shall designate a responsible member of his organization on the Work, whose duty shall be the prevention of accidents. The name and position of persons so designated shall be reported to the

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Contract Administrator by the Contractor; absent designation of some other individual by the Contractor, the Contractor's Project superintendent shall be responsible for the Contractor's safety program.

Contractor shall immediately replace or repair any unsafe, dangerous, or hazardous condition that may exist.

Section 14.05. EXCAVATION AND TRENCHING; SAFETY.

The Contractor shall comply with of all provisions of law regarding safety requirements for trenches or excavations.

A. Public Contract Code '7104 provides:

(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

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

B. Labor Code Section 6705 provides that in advance of any excavation of any trench or trenches or other excavation five (5) feet or more in depth, the Contractor shall submit a detailed plan to the Contract Administrator for information only showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from California State Shoring System standards, the plan shall be prepared by a registered civil or structural engineer.

C. Nothing in the Contract Documents shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the State of California.

Nothing in this Section shall be construed to impose liability on the County of Yolo or any of its officers, agents, or employees, or to relieve the Contractor of its obligations to provide a safe site.

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Section 14.06. CAL OSHA.

The contractor shall comply with all requirements of the California Occupational Safety and Health Administration or its successor, and the Federal equivalent, and shall provide a safe work environment for all workers employed on the Work, as required by such agencies. The Contractor shall supervise performance of the Work with all occupational health & safety requirements applicable to the type of work being done, and the materials and equipment being utilized. (See also Section 20.05).

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ARTICLE 15.

OFF-SITE SAFETY AND PROTECTION OF ADJACENT PROPERTY; INDEMNITY.

Section 15.01. PROTECTION OF ADJACENT PROPERTY DURING EXCAVATION OR OTHER OPERATIONS; NOTICES.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the site which are in any way affected by the excavations or other operations connected with performance of the Work.

Not less than five (5) days prior to commencing any work which may detrimentally affect adjoining or adjacent land or buildings thereon, the contractor shall send the owner and occupants thereof a notice, which specifies the type of Work to be done, the schedule of the Work, the effects expected from the Work, and the protective measures being taken by the Contractor. A copy of the notice shall be sent to the Contractor Administrator.

The basic standard to determine whether the Work may detrimentally effect adjoining properties shall be whether the work will create noise, dust, vibration, and/or settling on such properties. Examples include, but are not limited to, blasting, pile driving and excavations within 30 feet of any structure not owned by the County.

The Contractor shall, at the instruction of the Contract Administrator, meet with any recipient of such notice to explain and discuss the proposed Work. The Contractor shall make such modifications to the proposed working methods as are required to comply with all provisions of law, and shall exert its best efforts to address the concerns expressed by recipients of such notices.

Section 15.02. UNDERGROUND UTILITIES; "USA".

The Contractor is responsible to coordinate all excavation work with the owners of existing underground utilities, and to avoid unintentional disruptions in services by those utilities. Locations of existing utilities shown on the Contract Drawings are schematic only and shall not relieve the Contractor's duty to precisely locate and avoid them.

If the underground utility service is disrupted by the Work, the Contractor shall take emergency action appropriate to the situation and immediately notify the owner of the utility. Repair thereof shall be the Contractor's responsibility, at no cost to the County.

The Contractor is advised that the County participates in the Underground Service Alert-Northern California ("USA"), which may be contacted by telephone at (800) 227-2600. Except in an emergency, the Contractor shall contact the USA Notification center at least two working days prior to commencing an excavation in any area that contains subsurface installations.

Section 15.03. DAMAGE TO OR BLOCKING STREETS, STREET IMPROVEMENTS AND TRACKS.

The Contractor is responsible to avoid damage to existing streets, sidewalks, curbs, traffic signs and signals, streetlights, control boxes, meters, railroad tracks, crossing guards, and all other appurtenances thereto. The Contractor shall take necessary precautions to avoid damage to such property, and if damage occurs, shall take emergency action appropriate to the situation and immediately notify the owner of the damaged property. Repair thereof shall be the Contractor's responsibility, at no cost to the County.

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Existing traffic signs, lights, traffic signals, railroad crossing warnings, control boxes, hydrants, meters and related safety items occurring within the street and/or sidewalk area shall be kept visible, free of obstructions and accessible at all times.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction of the items involved.

Should it be necessary to block a street or sidewalk, the Contractor shall first notify the police, fire, or public works agencies with Jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 15.04. FIRE PROTECTION.

The Contractor is responsible to protect all structures from fires and sparks originating in the work, and all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

The Contractor shall notify the Contract Administrator and the fire department prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

The Contractor shall provide fire extinguishers as necessary to protect the Site and adjacent structures at all times, in accordance with applicable Fire Codes, regulations and Fire Department instructions.

Section 15.05. DUST CONTROL.

The Contractor shall at all times control dust originating from the Site by sprinkling as needed. The Contractor shall not allow dust to be blown onto adjacent properties. In the event that complaints are received by the County regarding dust control, the Contractor shall increase sprinkling to control the dust.

Section 15.06. INDEMNITY FOR DAMAGE TO ADJACENT PROPERTY; REPAIRS.

A. **Indemnity**. Without limitation of its indemnity obligations set forth in Article 3 hereof, Contractor shall defend, indemnify, and save harmless the County from any claim, loss or damages on account of any harm to person or property alleged to have resulted from the Work, the performance of this Agreement or Contractor's acts or omissions in protecting the public from the effects of the Work including settlement and/or the loss of lateral subjacent support of adjoining property; damage to utilities' or governmental agencies' equipment or installations; injuries to persons using the public streets; and from all loss or expense and from all damages for which the County may be liable as a consequence of such injury or damage to person an/or adjoining or adjacent property and/or structures' or equipment or installations, including those owned by Yolo County.

B. **Repairs**. Any damage arising from or in consequence of the performance of the Agreement for Construction to tracks, pavement, curbs, sidewalks, walls, stairs, sewage and/or drainage structures, mains, pipes, valves, conduits, poles, wires, transformers, trees, shrubs, adjoining work, or to any other improvement or property above or below the surface of the ground, whether private or public, shall be repaired at once by Contractor without expense to the County, if the owner thereof consents.

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Section 15.07. EMERGENCY SAFETY ACTIONS.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the County, shall act at the Contractor's discretion and risk to prevent such threatened loss or injury, and shall bear all costs of such action. The Contractor immediately shall notify the Contract Administrator of such actions, and thereafter shall comply with any instructions issued by the Contractor Administrator.

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ARTICLE 16.

CONDUCT AND PROSECUTION OF THE WORK.

Section 16.01. BASIC STANDARD.

The Contractor is responsible for all aspects of the full, complete, satisfactory and faithful performance of the Work strictly as specified by the Contract Documents or any duly issued amendments thereto as well as all applicable laws and regulations.

Section 16.02. SURVEYS AND FIELD ENGINEERING.

Unless otherwise specified, the Contractor is responsible for all survey and field engineering work required for performing the Work. All such survey and field engineering work shall conform to the Technical Specifications.

The County shall identify existing control points and property line corner stakes, as indicated on the Drawings. Benchmarks, baselines, property boundaries, line and grade hubs, and other reference and construction points shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay all costs of re-establishing them if they are disturbed.

The Contractor shall notify the Contract Administrator in writing at least ten (10) days prior to the time he will commence work on any part of the construction requiring surveys to be commenced by the County.

Section 16.03. CLEARING OBSTRUCTIONS.

Unless specified otherwise, the Contractor shall clear all obstructions and prepare the site for the construction. The Contractor shall verify all dimensions and levels shown on the Drawings against the Site after it has been graded and prepare for construction, and properly reset all survey control points and property line corner stakes.

Section 16 04. LAYOUT WORK.

The Contractor shall be responsible for all layout work, and shall lay out all lines, corners, levels and grade stakes after the Site has been prepared. The exact locations of all partitions shall be laid out on forms, walls and flooring, as the Work progresses. It is the Contractor's responsibility to verify all dimensions shown on the Drawings before layout of the Work, and to properly locate the Project on the Site and the components within the structure, as specified by the Contract Documents.

Section 16.05. CONTRACTOR'S EQUIPMENT.

The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the Contract Documents, including completion of the project within the time specified. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods, and those of all subcontractors on the Site. By entering the Agreement for Construction, the Contractor agrees to provide all specialized plant, equipment and methods of construction required to perform the Work on schedule, whether separately specified or not, at no extra cost to the County.

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Section 16.06. DISCOVERY OF UNKNOWN CONDITIONS; PROCEDURE.

Should concealed or unknown conditions be encountered in the performance of the work below the surface of the ground or in existing structures on the Site, which conditions are at variance with the Contract Documents, the Contractor immediately shall seek a Clarification from the Contract Administrator, pursuant to Section 4.08 hereof.

The Contract Administrator shall investigate, and if the Contractor has demonstrated the following, a Change Order shall be processed pursuant to Article 17:

A. The conditions are at variance with the Contract Documents; and,

B. The conditions require work beyond the Scope of the Agreement for Construction; and,

C. The conditions differ materially and substantially from conditions normally encountered and generally recognized as inherent in work of the character of the Project in the area of the Project Site; and

D. The Contractor has provided Notice of its claim as required by Section 17.05.

Time extensions necessitated by concealed conditions are governed by Section 3.07-D.

No claim for extra compensation or time for conditions described herein shall be allowed unless the Contractor has given the notice required by this Section and/or Section 3.08 hereof (regarding Notice of Delay). (See also: Section 4.04 regarding Site Conditions).

Section 16.07. EQUIPMENT AND METHODS.

Only equipment and methods suitable to produce the quality of Work required to conform to the Technical Specifications shall be permitted by the Contractor to operate on the Work. If any part of the Contractor's plan, equipment or methods of execution of the Work are determined by the Contract Administrator to be nonconforming to applicable safety regulations or to be non-conforming to applicable Technical Specifications, the Contract Administrator may order the Contractor to conform to the applicable requirements, and the Contractor shall promptly comply with such orders; provided, however, that neither compliance with such orders nor failure by the Contract Administrator to issue such orders shall relieve the Contractor from his obligation to perform the Work as required by the Contract Documents.

Section 16.08. TEMPORARY FACILITIES AND SERVICES.

The Contractor shall be responsible for providing and maintaining all necessary storage places, field offices, temporary roads, fences, and all utilities, including telephone, electric, gas and water service to the Site during construction at his sole cost and expense unless otherwise specified in the Technical specifications. The Contractor shall not connect to fire hydrants for construction water without the prior consent of the fire department with jurisdiction,

The Contractor shall comply with all requirements of Federal and State law and Yolo County Ordinances regarding the placement of temporary facilities on the Site, and the County shall not be deemed by this Agreement to have consented to such placement.

Section 16.09. COORDINATION OF WORK.

The Contractor shall be responsible for coordinating the work of the various subcontractors and trades employed on the Work. He shall adjust, correct, and coordinate this work with the work of others so that no discrepancies will result nor unnecessary delays occur.

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If completion is delayed because of any acts or omissions of any subcontractors, the Contractor shall on that account have no claim against the County for extra compensation or time.

Section 16.10. JOINING WORK.

Where work of one trade or subcontractor joins or is installed upon the work of another trade or subcontractor, there shall be no discrepancy in mating or joining such work, which shall be done and finished in a good and workmanlike manner. In joining one kind of work with another, the marring or damaging of either shall be corrected at no expense to the County.

Should improper work of any trade be covered by that of another, it shall be the Contractor's responsibility to correct the improper work and to adjust costs between the various subcontractors, without cost to the County.

Section 16.11. CUTTING AND PATCHING OF WORK.

The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly.

The Contractor shall not damage or endanger any portion of the Work or work being done by the County or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the County or any separate contractor except with the written consent of the Contract Administrator and of such separate contractor. The Contractor shall not unreasonably withhold from the County or any separate contractor his consent to cutting or otherwise altering the Work.

Section 16.12. INSPECTION OF THE WORK OF OTHER CONTRACTORS.

It shall be the duty of the Contractor and all subcontractors, before beginning any work, to examine all construction and work of other contractors and/or subcontractors that may affect their work, and to satisfy themselves that everything is in proper condition to receive such work.

Section 16.13. COMBINATION OF WORK WITH OTHER CONTRACTORS OR COUNTY.

If the Project requires performance of work by the County or other Prime Contractors, as specified in the supplementary Conditions, the following provisions shall apply:

A. The County reserves the right to perform work related to the Project with its own forces, and/or to award separate contracts in connection with other portions of the Project or other work on the Site.

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B. When separate contracts are awarded for different portions of the Project or other Work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Agreement for Construction.

C. The County will provide for the coordination of the work of its own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided below.

D. The Contractor shall provide the County and separate contractors reasonable opportunity for the storage of their materials and equipment and the execution of their work on the site and shall connect and coordinate his Work with theirs as required by the Contract Documents. The Contract Administrator may designate separate areas on the Site for the use of separate contractors.

E. If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Contract Administrator any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive his Work, except as to defects that may subsequently become apparent in such work by others.

F. Any costs caused by defective or ill-timed work shall be borne by the party responsible, therefore.

G. Should the Contractor unintentionally cause damage to the Work or property of the County, or to another contractor's work on the site, the Contractor shall, upon notice from the Contract Administrator, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates a legal proceeding against the County on account of any damage alleged to have been caused by the Contractor, the County shall notify the Contractor who shall defend such proceedings, and if any judgment or award against the County arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the County for all attorneys' fees and court or legal costs which the County has incurred.

H. If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean-up and charge the costs thereof to the contractors responsible therefore, as determined by the Contract Administrator.

Section 16.14. OVERTIME AND HOLIDAY WORK.

The Contractor shall secure the approval of the Contract Administrator before allowing work on the Project before 6:00 A.M. or after 6:00 P.M. on any working day, or any work on weekends or legal holidays.

The Contract Administrator may deny permission for such work, or impose conditions thereon, if needed to protect adjacent properties or land uses from noise, dust, or other work-related impacts not normally expected in the area during the terms proposed for such work. The Contract Administrator may consult with all governmental agencies with jurisdiction before responding to such requests.

The Contractor shall reimburse the County for all added costs to the County resulting from overtime and holiday work not specified by the Contract Documents, including Project Management and inspections by County employees and/or independent contractors, Project Architect cost increases, and any costs claimed

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by any other contractor. Such reimbursement shall be made from the next progress payment due to Contractor.

Section 16.15. PROOF OF COMPLIANCE WITH CONTRACT DOCUMENTS AND LAW.

In order that the Contract Administrator may determine compliance with the requirements of the Contract Documents and applicable laws and regulations which are not readily ascertainable through inspection and tests of materials and work, the Contractor shall, at any time requested by the Contract Administrator, submit such documents or other satisfactory proofs as required by the Contract Administrator to demonstrate compliance by the Contractor with the Contract Documents and applicable laws and regulations.

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ARTICLE 17.

CHANGE ORDERS; WORK AUTHORIZATIONS; ALLOWANCES.

Section 17.01. NO CHANGES WITHOUT CONSENT; PERFORMING WORK ORDERED.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Work Authorization from the County stating that the extra work or change is authorized, and no claim for any addition to the Contract Price or Time for completion shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from diligently proceeding and fully completing the Project.

Section 17.02. CHANGE ORDERS AUTHORIZED; PROCEDURE.

A. **Change Orders Authorized**. Subject to legal requirements relating to competitive bidding, the County may require changes in, additions to, or deletions from the scope of the work to be performed or the materials to be furnished pursuant to the Contract Documents.

B. **Methods of Calculation**. Adjustments, if any, to the Contract Price by reason of any such change, addition or deletion, shall be determined by one or more of the following methods, at the County's sole discretion. The Contractor shall provide sufficient substantiating data to allow the County to evaluate the Contractor's claim for a Change Order.

1. By a lump sum proposal from the Contractor accepted by formal action by the County; and/or

2. By unit prices contained in the Contractor's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between the County and the Contractor; and/or

3. By time and materials charges if approved by formal action of the County, limited to the "Actual Cost" to perform the Work, as defined by Paragraph "D" of this Section, plus overhead and profit as allowed by Paragraph "C" of this Section.

4. If the Change Order implements an Allowance procedure, the Contract Price adjustment shall be as specified in the Allowance.

C. **Overhead and Profit on Change Orders**. The maximum amount allowable on any change order for overhead and profit shall not exceed the following:

1. For change order work performed by the prime contractor, the maximum amount for overhead and profit shall be the following percentages of the "actual cost to perform the work" as defined in Paragraph D of this Section, plus a maximum of 1% of such costs for extra bond premiums, upon submission of a paid invoice for such premiums:

   a. If the change order is up to $1,000.99, 20%;

   b. If the change order is up to $1,001.00 and $4,000.99, 15%;

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c. If the change order is between $4001.00 and $12,000.99, 12%;

d. If the change order is $12,001.00 or more, 10%.

2. For change order work performed by subcontractors, the maximum amount for all subcontractors' overhead and profit shall not exceed the percentages set forth in Subparagraph (1) above. The prime contractor may add 5% for the prime contractor's overhead and profit, and 1% for bond premiums if a paid invoice for extra bond premiums is submitted, both percentages being of the "actual cost" as defined in Paragraph B.

3. The allowances for overhead and profit as enumerated in the preceding subparagraphs shall include full compensation for any and all items of overhead including superintendence, layout, field engineering, and any related work, whether or not included within the definition of "actual cost" specified in Paragraph D.

D. **"Actual Costs" Defined**. The actual cost to perform the Work for purposes of this Section is limited to the applicable labor rates set forth in Article 12 hereof, including Contractor's contributions directly attributable to the Work authorized; and the material man's or supplier's invoice amount for all material and equipment actually used to accomplish the work authorized. All other direct and indirect costs, all costs attributable to the time needed to perform the work ordered by such Change Orders, and all profit associated with such work shall be included in the maximum overhead and profit amounts stated hereinabove.

E. **Audit and Verification**. All Change Order claims are subject to examination and audit before payment, if ordered by the Contract Administrator. If requested by the Contract Administrator, the Contractor shall furnish a detailed itemized breakdown and copies of all invoices for all costs being claimed for such Change Order, prior to the Contract Administrator's decision thereon. The Contract Administrator may order a more detailed audit of the Contractor's claim and supporting documentation if necessary to decide the claim.

F. **Deductive Change Orders**. If a Substitution, Field Order, Work Authorization, or Change Order is issued which reduces either the Scope of the Contract, the cost to perform the Work, the time to perform the work, or any combination thereof, the County shall be credited therefore on a Change Order. The credit shall be calculated in the same method as an extra-work Change Order. The Contractor shall submit time and materials data for approval by the Contract Administrator detailing the credit due the County. The County reserves the right to verify such data by reference to standard estimating manuals, the Contractor's Schedule of Values, or other documents, and to review the Contractor's estimate of the credit due.

G. **Periodic Change Orders**. The Contract Administrator is authorized to cumulate Work Authorizations and to process periodic Change Orders including additions and deletions, and to develop procedures providing the methods for such processing in addition to and consistent with those set forth in Division l.

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Section 17.03. WORK AUTHORIZATIONS; PROCEDURE.

A. **Work Authorization Authorized**. The Contract Administrator or the County Administrative Officer, depending on amount, is authorized to issue Work Authorizations instructing the Contractor to proceed with extra work subject to the following maximum amounts, above which a Change Order must be approved by the Board of Supervisors.

B. **Maximum Amounts**. Work Authorizations may be issued by the Contract Administrator up to $2,000.99, and by the County Administrative Officer up to $25,000, maximum price adjustment authorized thereby. Either may approve a time allocation for such work, subject to the procedure and limitations specified in Section 3.07-D.

C. **Quotation by Contractor**. Other than in extraordinary circumstances as described below, before a Work Authorization is issued the Contractor shall submit a quotation setting forth an estimated cost of the extra work to be performed with sufficient substantiating data to allow the County to evaluate the quotation, and an estimate of the time necessary to perform the extra work. If requested by the Contract Administrator, the Contractor shall provide additional data to support the quotation. The Contractor shall acknowledge the quotation as binding.

D. **Claim for Price Adjustment**. After the extra work specified on the Work Authorization is completed, the Contractor may submit a claim for a Contract Price Change Order due to the Work Authorization. The claim shall be supported with substantiating data to show the actual costs to perform the Work and the overhead and profit being claimed, as defined in Section 17.02 C and D. The maximum price adjustment claimed shall not exceed one-hundred-ten (110%) percent of the approved quotation.

E. **Claim for Time Adjustment**. If the Contractor claims that the Work Authorization has delayed the Contract Completion Time, he shall verify the claimed delay by demonstrating with reference to the approved Project Progress Schedule that the Work Authorization in fact caused a delay in the overall completion date of the Project. Upon such demonstration, the Contract Administrator shall process a request for a Contract Time extension Change Order pursuant to Article 3 hereof.

F. **Accumulation of Work Authorizations**. At the Contract Administrator's sole discretion, the Contractor's claims for change Orders arising from several Work Authorizations may be accumulated into periodic Change Orders adjusting Contract Price, Time, or both, separately or in one Change Order.

Such periodic Change Orders shall include deductions for Changes that constitute Deductive Change Orders, as defined in Section 17.02-F during the time period being considered in the periodic Change Order.

G. **Immediate Work Authorizations**. In the event extraordinary circumstances arise which require extra work to be authorized before a quotation is prepared by the Contractor, the Contract Administrator or County Administrative Officer may issue an immediate Work Authorization without such quotation. Such Work Authorization shall include a maximum authorized sum over which no price adjustment will be authorized. The determination as to whether circumstances as

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described above exist is discretionary with the County. Such Work Authorizations otherwise shall be processed as specified in this Section.

Section 17.04. EXTRA WORK CLAIMS; PROCEDURE.

If the Contractor claims that any Clarification or other instruction issued by the County requires work beyond the scope of the Agreement for Construction, the following provisions shall apply:

A. **Notice to Contract Administrator**. The Contractor shall notify the Contract Administrator of its claim, and submit a quotation for the claimed costs, in the same manner as specified in Section 17.03-C. The Contractor shall submit additional information requested by the Contract Administrator to decide the claim.

B. **Action by Contract Administrator**. The Contract Administrator shall review the Contractor's submittals and either approve or deny the Contractor's claim. The Contract Administrator shall issue his decision within twenty-one (21) days of receipt of a complete submittal from the Contractor. If the claim is approved, the Contract Administrator may process either a Change Order or Work Authorization, pursuant to this Article. If the claim is denied, the Contract Administrator shall so advise the Contractor. Thereafter, the Contractor shall proceed with the work in issue.

C. **Time**. If the claim is approved, the time during which the claim was being considered shall be included in the time allocation for the Work Authorization adjusting the claim, and Section 17.02 shall apply thereto; if the claim is adjusted by Change Order, any Time extension authorized thereby shall include the time during which the claim was pending. If the claim is denied, no time adjustment shall be authorized.

D. **Effect of Proceeding**. If the Contractor proceeds with the work without notifying the Contract Administrator pursuant to Paragraph A, or before a decision pursuant to Paragraph B, any claim for a Contract price and/or time adjustment shall be waived.

E. **Scheduling**. The Contractor is responsible to schedule the work and submit extra-work claims so the time required for decision, as specified in Paragraph B, does not delay the Work in general.

Section 17.05. ALLOWANCES; PROCEDURE.

The Contractor's bid includes the amounts specified for Allowances in the Contract Documents. Work or materials specified as included in the Allowance shall be provided by the Contractor for the Allowance amount.

The County reserves the right to specify work and/or materials which differ from those specified as included in the Allowance, in which case additive or deductive changes to the Contract Price shall be processed pursuant to this Section.

Unless otherwise expressly specified in the Contract Documents, the following provisions shall control the Price adjustment for the Allowance:

A. The Contract Price bid by the Contractor shall include the cost for the Allowance item(s), delivered to the Site, unloading, handling, storage, taxes, and all overhead and profit pertaining thereto. If the

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Allowance is specified as including labor, the Contract Price bid by the Contractor shall include all costs of such labor, including superintendence, overhead and profit.

B. If the County orders item (s) or labor different from those specified as included in the Allowance, the Contract Price shall be adjusted by either a deductive or additive Change Order pursuant to Section 17.02, or a Work Authorization pursuant to Section 17.03.

C. Unless another method is specified by the Allowance, the price adjustment shall be based upon the following:

1. The actual costs of the items ordered by the County, delivered to the Site and made ready for incorporation in the Project shall be compared to the material cost specified in the Allowance. "Actual costs" is defined by Section 17.02-D.

2. The actual costs of labor to incorporate the items ordered by the County in the Project shall be compared to the labor amounts specified in the allowance, if any. "Actual Costs" is defined by Section 17.02-D.

3. The results of the materials and labor adjustments shall then be compared. If the net adjustment resulting from this comparison is additive, the Contractor shall be entitled to overhead and profit as specified by Section 17.02-D only on the net amount resulting from the previous calculations. Such overhead and profit shall include all sums authorized for all indirect costs associated with the Allowance, including materials, shipping, handling, unloading and storage and labor superintendence. If the net adjustment is negative, nothing shall be deducted for overhead and/or profit.

4. The resulting adjustment shall either be reflected in a separate Change Order or cumulated in a periodic Change Order, at the Contract Administrator's sole discretion.

5. Any Contract Time adjustment claimed by the Contractor shall be subject to Section 3.07.

Section 17.06. MINOR CHANGE ORDERS BY COUNTY ADMINISTRATIVE OFFICER.

The Yolo County Board of Supervisors has authorized the County Administrative Officer to order changes or additions in the work being performed under construction contracts, pursuant to Public Contracts Code Section 20142,

This authorization allows any change or addition in the Work to be ordered in writing by the County Administrative Officer when the extra cost to the County does not exceed the sum of TWENTY-FIVE-THOUSAND DOLLARS ($25,000) plus 5% of the amount of the contract in excess of $250,000.00, up to 10% of the Contract Price, whichever is less.

Section 17.07. CHANGE ORDERS REGARDING TIME FOR COMPLETION.

Any time extension authorized by the County pursuant to Article 3 hereof shall be set forth in a Change Order issued by the County Administrator.

Section 17.08. CHANGE ORDERS DUE TO UNAVAILABLE MATERIALS.

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In the event that the Contractor demonstrates good cause for a delay in the Contract Time due to the unavailability of materials, the County, in its sole discretion, may either grant a Contract Time extension change order pursuant to Section 3.07-A hereof, or utilize this Section.

In the event that the Project is unable to be completed due to unavailable materials, and if the Project is complete otherwise, the Contractor may request to delete the portion of the Project not yet completed from the Agreement for Construction, thereby allowing a Notice of Completion to be filed on the remainder of the Project. The County shall approve no such Change Order unless the Contractor accompanies his request with an offer to perform the work so deleted for a price not to exceed the value of the work deleted by such Change Order, such work to be commenced upon delivery of the materials, and diligently prosecuted to completion. In the event the County elects to accept the Contractor's offer, work done pursuant thereto shall not be construed as work done on the Project, nor shall such work be construed as affecting, in any way, the legal significance of the Notice of Completion filed on the Project.

The application of this Section is limited as follows:

A. No Change Order shall be issued pursuant to this Section until the Contractor has submitted all documents required for final payment.

B. This Section shall apply only to work the Completion of which is precluded due to unavailable materials.

C. Utilization of this Section lies solely within the discretion of the County, and such discretion hereby is delegated to the Contract Administrator.

Section 17.09. EFFECT OF CONTRACTOR'S ACCEPTANCE OF CHANGE ORDER.

By acceptance of a Change Order, Contractor agrees to the changes, if any, in the Contract Price specified for each item and to the specified extension of Time allowed, if any, for completion of the entire work on account of such Change Order, and agrees to furnish all labor and materials and perform all work necessary to complete all additional work specified therein for the price adjustment and within the time specified therein. Contractor shall make no additional claim for adjustment to the Contract Price or Time, nor for additional costs or damages, on account of the Work referenced in such Change Order. A Change Order duly issued by the County and accepted by the Contractor shall constitute a complete accord and satisfaction as to the Work, Contract Price and Contract Time changed thereby. Contractor shall defend and indemnify the County, as required by section 2.05, if any subcontractor asserts any claim against the County due to a duly issued and accepted Change Order.

Section 17.10. EFFECT ON SURETIES.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the performance and payment bonds and shall not reduce their liability on the bonds.

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The County reserves the right to require additional performance and payment bonds to secure a Change Order. In this event, the Change Order shall be increased by the actual cost of the bond premium for the additional bond amounts, if any, up for a maximum of 1%.

ARTICLE 18.

INSPECTION.

Section 18.01. ACCESS FOR INSPECTION.

The Contract Administrator, the Project Architect, the County Inspector(s), and other designated employees or agents of the County, and inspectors of all agencies of jurisdiction over the Project or funds used for the Project shall at all times have access for the purpose of observation to all parts of the Work and to all shops wherein the Work is in preparation. The Contractor shall cooperate and furnish such facilities and assistance as needed for the Inspector(s).

Sections 18.02. NOTICE OF READINESS FOR INSPECTION.

Where the Contract Documents, instructions by the Contract Administrator, laws, ordinances, or any public authority having jurisdiction requires work to be inspected, tested or approved before any portion of the Work proceeds, such work shall not proceed, nor shall it be covered up without inspection.

The Contractor shall give notice to the Contract Administrator at least two (2) days in advance of the readiness for any Contract compliance inspection by the County Inspector. The Contractor shall give notice as required by all other inspection agencies of jurisdiction for Code and regulation compliance inspection. In all cases, the Contractor shall schedule inspection so as not to delay the Work.

Section 18.03. CONTRACT COMPLIANCE INSPECTIONS.

All work done and all materials furnished shall be subject to the inspection and approval of the Contract Administrator for compliance with the Contract Documents, either acting personally or through the County Inspector(s).

Any work covered without required inspection, or not in compliance with the Contract Documents or instructions to the Contract Administrator, shall, upon the instruction of the Contract Administrator, be uncovered for inspection and properly restored after inspection and approval, at no cost to the County.

Section 18.04. INSPECTION OF COMPLETED WORK.

Should the Contract Administrator determine that it is necessary or advisable to make an inspection of Work already completed and inspected at any time before final inspection and acceptance of the Project, by removing or exposing the Work, Contractor shall, upon instruction of the Contract Administrator, promptly furnish all necessary facilities, labor and materials to do so. If such work is found to be defective in any aspect, the Contractor shall bear all expenses of such examination and satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract Documents, the additional cost of labor and materials necessarily involved in the examination and replacement shall be allowed the Contractor, and a Change Order shall be issued.

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This Section shall not apply in the case of Work covered without required inspection, which is governed by Sections 18.02 and 18.03.

Section 18.05. AUTHORITY OF COUNTY; STOP WORK NOTICES.

The Contract Administrator and the County Inspector shall have the authority to order the Work stopped if either determines that the Work is proceeding in violation of the Contract Documents or any orders issued by the Contract Administrator. Such order shall be effective only upon the posting of a stop work notice upon the Work or portions of the Work in question.

Upon issuing a stop work notice, the County Inspector shall immediately notify the Contract Administrator, who shall inspect the Work in question and determine whether it does or does not comply with Contract Documents. The decision of the Contract Administrator shall be final. The Contractor shall thereafter comply with the instructions of the Contract Administrator regarding corrections needed to cure the defect. The stopped Work shall be resumed only when such instructions are fulfilled, and a resume work notice is issued by the Contract Administrator. The Contractor shall not be entitled to an extension in time in the event of such suspension of Work, except as authorized in Section 3.14 hereof.

Section 18.06. EFFECTS OF INSPECTIONS.

Neither the final inspection and payment, nor any interim inspection or progress payment shall relieve the Contractor of any obligation to fully perform the Agreement for Construction as required by the Contract Documents and all applicable laws and regulations.

Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents and all applicable laws and regulations may be rejected, and suitable work or materials shall be made good, notwithstanding the fact that such work or materials may previously have been inspected and/or payment therefore may have been made.

Section 18.07. AUTHORITY OF CONTRACT ADMINISTRATOR.

The Contract Administrator shall decide all questions which may arise as to the quality or acceptability of materials and/or equipment furnished or work performed, and as to the interpretation of Contract Documents and Specifications; all questions as to the acceptable performance of the Contract; and all questions as to compensation.

Section 18.08. AUTHORITY OF COUNTY INSPECTOR(S).

The designated County Inspector is a representative of the Contract Administrator for purposes of inspection of the work for compliance with the Contract Documents and monitoring the Contractor's performance. He is authorized to order a cessation of non-complying Work pursuant to Section 18.05, and to certify the field copies of the Contractor's requests for progress payments. He conducts meetings as required by the Technical Specifications and generally monitors the contractor's performance for the Contract Administrator.

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If a person or firm other than the Construction Manager is engaged as County Inspector, the Inspector is not authorized to bind the County in discussions with the Contractor, nor to issue Clarifications, Field Orders, Work Authorizations, or Change Orders.

No interpretations of the Contract Documents made by the Inspector are binding on the County unless the Contract Administrator adopts such interpretation by a written clarification.

The Contractor shall not attempt to influence the Inspector in the performance of his duties, nor request him to exceed his authority. The County shall honor no request by the Contractor that is based on any action of the Inspector beyond the scope of the Inspector's authority as specified in this Section.

Section 18.09. BUILDING INSPECTIONS AND CODES.

The Contractor shall provide access to inspectors from all agencies having jurisdiction over the Project.

Such inspectors are independent of the Contract Administrator and the County Inspector(s), and approval by either shall not constitute approval by the other.

The Contractor shall obey all orders of the inspectors with jurisdiction, and if such inspector reports a violation of any Code within his jurisdiction, the Contractor immediately shall notify the Contract Administrator.

The Contractor is responsible to comply with all applicable Codes in the construction of the Work.

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ARTICLE 19.

PUBLIC UTILITIES.

Section 19.01. UTILITIES USED DURING CONSTRUCTION.

Unless otherwise specified in the Contract Documents, the Contractor shall provide and pay for all necessary water, gas, and electricity required for himself, and all trades employed in the performance of the Agreement for Construction.

The Contractor shall send all required notices, make all necessary arrangements, and perform all other services required in the care and maintenance of such utilities, and assume all financial responsibility concerning the care and maintenance of said utilities.

All temporary connections to such utilities shall be maintained in such manner as not to interfere with the continuing use of such utilities by the County during the entire progress of the Work.

The enclosing of such public utility equipment shall be done by the Contractor consistent with the requirements of the utility. Upon completion of the Work, the Contractor shall remove all enclosures and fill-in and leave in a finished condition all openings for such utilities.

Section 19.02. LIGHTING.

Contractor shall furnish, wire for, install and maintain temporary electric light whenever it is necessary to provide illumination for the proper performance and inspection of the Work, unless otherwise specified. The lighting shall provide sufficient illumination and shall be so placed and distributed that the Contract Documents can be easily read in every place where the Work is being performed. This temporary lighting equipment may be moved about, but shall be maintained throughout the Work and available for the use of the Contract Administrator or County Inspector(s) whenever required for inspection.

Section 19.03. PERMANENT UTILITIES; INSTALLATION.

The Contractor shall install all permanent utilities called for by the Construction Documents strictly in compliance with all laws, regulations and requirements of the particular utility company or governmental agency providing the utility.

Section 19.04. TOILET FACILITIES FOR WORKERS.

The Contractor shall provide and maintain for the duration of the Work temporary toilet facilitates as required by the Yolo County Health Department, which shall be weather-tight structures with raised floors.

The Contractor shall service such facilities daily and shall pump such facilities as required, to maintain them in a clean and sanitary condition.

Section 19.05. DISRUPTION OF UTILITY SERVICE.

The Contractor shall secure the advance approval of the Contract Administrator regarding scheduling of any disruption of utility service to other structures necessitated by the Work.

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The Contractor is advised that unscheduled disruptions of electrical service to County buildings may seriously damage computer and word-processing equipment and/or software, and other equipment and/or material in use in such building, and the Contractor will be liable for all resulting repair and re-programming costs if occasioned by an unscheduled disruption caused by Contractor.

Section 19.06. UTILITIES FOR COUNTY PERSONNEL.

If the Contract Documents call for the Contractor to provide temporary on-site office trailers for County personnel involved in the Project, the Contractor shall provide utility services for such trailers pursuant to this Article.

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ARTICLE 20.

PERMITS, LICENSES, ORDINANCES AND REGULATIONS.

Section 20.01. COMPLIANCE WITH CONSTRUCTION REGULATIONS.

The Contractor shall conduct the Work so that all laws, regulations, and ordinances for the protection of the public and the workers shall be obeyed fully both by the Contractor and by all subcontractors on the site.

The Contractor shall obtain and keep current all licenses or permits required by the State Contractor's Licensing Act and/or other licenses required to authorize him to perform the Work and shall require all subcontractors to comply with this section.

Section 20.02. PERMITS; FEES.

Unless otherwise specified by the Contract Documents or ordered by the Contract Administrator, the Contractor shall obtain all permits, licenses and/or entitlements that are required for the performance of the Work by all laws, ordinances, rules, and regulations or orders of any officer and/or body with jurisdiction, shall give all notices necessary in connection therewith, and shall pay all fees required relating thereto and all costs or expenses incurred on account thereof.

Section 20.03. COMPLIANCE WITH LAWS AND REGULATIONS.

The Contractor shall keep himself fully informed of and shall observe and comply with, and shall cause all subcontractors and all employees to observe and comply with all Federal and State laws, and County or Municipal Ordinances, regulations, orders or decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work. The Contractor shall ensure that the Work is constructed and completed in compliance with all applicable laws and regulations.

Section 20.04. VIOLATION OF LAWS AND REGULATIONS; INDEMNITY.

The Contractor shall save harmless, defend, and indemnify the County and all of its officers, agents, and employees against any liability or claim arising from or based upon the violation of any law, ordinance, regulation, order or decree, whether by himself, his agents, employees, or his subcontractors or their agents or employees.

Section 20.05. SPECIFIC STATE LAWS AND REGULATIONS.

In addition to the general requirements set forth above, the Contractor's attention is directed to and Contractor shall be responsible for performing and completing the Work in compliance with all laws of the State of California governing the construction of buildings in general as well as those governing construction of public buildings, including, without limitation, the following:

A. The California Health & Safety Code and all applicable Administrative Code regulations adopted pursuant thereto.

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B. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials, and accident prevention.

C. Title XIX of the California Administrative Code entitled, "Public Safety", Chapter 1, State Fire Marshal, Sub-chapter 12, General Fire and Panic Safety".

D. General Industrial Safety Orders, including but not limited to the provisions of Title VIII of the California Administrative Code relating to safe and proper use, construction, disposal, etc. or materials, machinery, and building appurtenances as therein set forth.

E. All rules and regulations of the State Fire Marshall; the safety orders of the Division of Industrial Safety; and Department of Industrial Relations regulations.

All of the above laws and regulations are expressly incorporated in the Agreement for Construction and are as much a part of the Contract Documents as if they were incorporated in their entirety in these General Conditions.

The Contractor shall not interpret the enumeration set forth above as being a complete listing of all applicable laws. It is also the Contractor's responsibility to inform himself regarding the requirements of all applicable laws regarding the performance of construction contracts for California counties and to obey them, and the Contractor agrees by execution of the Agreement for Construction to do so at his sole cost, expense and risk. (See also Section 14.07 regarding Cal OSHA and Section 20.08 regarding hazardous materials).

Section 20.06. COMPLIANCE WITH CONDITIONS OF PERMITS.

The Contractor shall conduct the Work in conformity with the conditions imposed on all permits or other entitlements which address the performance of the Work by the Contractor, whether or not such permits or entitlements are incorporated in the contract Documents.

Such permits may include, but are not limited to, measures required during the construction of the Work and incorporated in the Project to avoid or mitigate the environmental effects of the Project, pursuant to the California Environmental Quality Act, and conditions imposed on use permits issued by any agency with jurisdiction.

It shall be the Contractor's responsibility at all stages, from bidding through final completion, to inform himself of the requirements of any such permits. Copies are available from the Contract Administrator.

The Contractor's attention is directed to the Supplementary Conditions and Technical Specifications setting forth additional requirements, if any, regarding this subject.

Section 20.07. COMPLIANCE WITH CONDITIONS OF GRANTS.

The Contractor shall conform to all requirements of Federal and/or State authorities that have provided grant funding for the Project. Specific requirements are specified in the Supplementary Conditions and Contract Documents. Without limitation thereof, Contractor shall keep financial, wage and hours, equal employment opportunity and other records required by any such grant and shall allow access to the Site by inspectors from such agencies.

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The Contractor shall cooperate fully with and assist the County in its efforts to comply with all conditions imposed on such grant funding.

Section 20.08. HARMONIZATION WITH CONTRACT DOCUMENTS.

The Contract Documents are intended to be coordinated to described and provide for the complete Project in a manner that complies with all applicable laws and regulations.

In the event of a conflict between the Contract Documents and the applicable laws and regulations, the applicable laws and regulations shall govern; provided, however, that in the event of conflict involving quantity or quality, the greater quantity and the higher quality shall be furnished. All other conflicts shall be handled in the manner described in Section 4.02 of these General Conditions.

Section 20.09. COMPLIANCE WITH HAZARDOUS MATERIALS REPORTING AND USE REQUIREMENTS; CLEAN-UP; INDEMNITY; WITHHOLD.

A. **Reporting and Use**: The Contractor shall file all reports required by Federal and/or State agencies regarding the presence on the Site and/or use of toxic or any hazardous material and shall store and/or use such materials in strict conformity with all applicable laws and regulations.

B. **Clean-Up**: The Contractor shall clean-up any toxic or hazardous spill or pollution caused by the Contractor and/or any subcontractor, material man or carrier occurring on the Site, and shall remove all polluted water, dirt or materials to an approved disposal site, as required by the Federal and/or State agencies with jurisdiction or, if none, by the County Health Department, all without cost to the County.

C. **Indemnity**: The Contractor shall save harmless, indemnify and reimburse the County for all costs for defense of any County liability, cost, claim or damages resulting from the Contractor's failure to perform Paragraphs "A" and/or "B" of this Section, and/or a toxic or hazardous spill within Paragraph "B" of this Section.

D. **Withhold**: In addition to all withholds or retentions authorized by the Agreement for Construction, the County shall retain sums sufficient to offset the County's costs resulting from Contractor's failure, refusal or neglect to conform to all requirements of this Section.

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ARTICLE 21.

PRESERVATION AND CLEANING.

Section 21.01. PROTECTION OF WORK.

The Contractor shall protect and preserve the Work from all damage or accident, and shall at its cost provide any temporary roofs, window and door coverings, enclosures, boxing, or other construction as required for this purpose.

Section 21.02. PERIODIC CLEANING OF PROJECT.

The Contractor shall properly clean the Site and the Work as it progresses, and from time to time shall remove all dirt, debris, waste, rubbish, and implements of service from the Project and the Site. Debris, waste, or unused construction materials shall not be left under, in, or about the Project, nor allowed to accumulate in the Project or the Site. The Technical Specifications specify additional requirements regarding this subject.

The Contractor, at its sole cost, shall contract with a disposal company to remove all such rubbish, and shall have the containers therefore emptied at frequent enough intervals so that waste does not overflow the containers.

Section 21.03. FINAL CLEANING OF PROJECT.

Prior to the request for Final Inspection, the Contractor shall thoroughly clean the interior and exterior of the Work, and do all things required by the Technical Specifications regarding final cleaning.

Final cleaning shall not be accepted unless the Project is in all respects ready to occupy without further cleaning by County forces.

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ARTICLE 22.

OCCUPANCY BY COUNTY.

Section 22.01. USE OF COMPLETED WORK.

Whenever, in the opinion of the County, the Work or any part thereof is in a condition suitable for use, and the best interests of the County require such use, the County may take possession of, connect to, and open for public or County use, the Work or any part thereof, subject to this Article.

Section 22.02. REPAIRS OR RENEWALS IN THE WORK.

Prior to the date of final acceptance of the Work by the County, all necessary repairs or renewals of the portion of the Work occupied pursuant to Section 22.01 hereinabove (or part thereof) shall be made at the Contractor's expense if necessary due to defective material and/or workmanship, or to the operations of the Contractor, ordinary wear and tear excepted.

Section 22.03. EFFECT OF OCCUPANCY.

The occupancy by the County of the Work or any part thereof as authorized by this Article shall in no case be construed as constituting acceptance by the County of the Work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract Documents, nor act as a waiver by the County of any of the terms or conditions of the Agreement for Construction. Notwithstanding occupancy by the County pursuant to this Article, the warranty periods on all products and the Contractor's basic warranty pursuant to Article 26 shall not commence, and the term thereof shall not be diminished, as a result of County occupancy. The warranty periods commence only upon recordation of a Notice of Cessation of Work or a Notice of Completion.

Section 22.04. COORDINATION WITH OTHER ACTIVITIES.

In the event that the Project, or any portion of the Site, is occupied by the County during the Work, it shall be the responsibility of the Contractor to conduct his operations so as not to unreasonably interfere with the use of the occupied portions by the County.

The Contractor shall submit periodic schedules to the Contract Administrator proposing the times, areas, and types of work to be done within such areas. The Contract Administrator shall approve, conditionally approve, or reject such schedule, and the Contractor shall comply with the Contract Administrator's instruction.

In the event that the Work produces conditions rendering uninhabitable the portions of the Project, the Site, or other areas occupied by the County, either because of noise, dust, vibration, smoke, fumes, or for any other cause, the Contract Administrator may order the Work ceased, or modifications to the schedule, and the Contractor shall comply at it's sole cost and expense.

Section 22.05. PRICE OR TIME ADJUSTMENTS.

In the event the County exercises its right to take early occupancy pursuant to this Article, and provided that the Contract Documents at the time of bidding did not specifically indicate the County's

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intention to do so, the Contractor may request an adjustment to the Contract Price and/or Time, for extra costs and/or time directly caused by the early occupancy. Article 17 shall apply to any request by the Contractor for a Contract Price adjustment, and Article 3 to a Contract Time adjustment, resulting from the County's occupancy pursuant to this Article.

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ARTICLE 23.

PROGRESS PAYMENTS.

Section 23.01. SUBMISSION OF CLAIMS.

On or before the seventh (7th) day of each month, the Contractor shall prepare and forward to the Contract Administrator a statement in writing, on forms provided by the County, detailing the following work done during the preceding month:

A. The units or work completed during the preceding month, with reference to the Progress and Value Schedules approved pursuant to Article 3, or approved modifications thereto, and the date of inspection and approval thereof.

B. The portion of the progress claim attributable to such units of work.

C. All acceptable materials furnished and delivered to and stored on the Site or other approved location for use in the performance of the Work, but not yet incorporated in the Work.

D. The value of such materials, with reference to the Schedules of Value provided pursuant to Article 3 hereof.

E. The date of inspection and approval by the County of any such materials and labor.

If the Contract Documents require the sampling and testing of any such materials or labor, the claim shall indicate whether such sampling and testing has been approved and, if so, the date thereof.

As part of such claim for payment, the Contractor shall agree that, upon payment of such claim (or part thereof), the Contractor will indemnify, defend and hold harmless the County, its officers, agents and employees from and against any and all claims for damages, costs, compensation or any other recovery, including but not limited to claims of the Contractor, subcontractors, suppliers, laborers and workers, based upon the portion of the Work for which payment is claimed (or such part thereof for which payment is made). As part of such claim for payment, Contractor shall also provide proof that all subcontractors, suppliers, etc. have been paid and have provided releases for all portions of the Work for which the Contractor has previously been paid. Such claims shall be executed by the Contractor under penalty of perjury.

Each payment request shall be reviewed by the Contract Administrator as soon as practical after receipt for the purpose of determining that the payment request is a proper payment request. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

Within seven (7) days of receipt of a fully completed claim form, the Contract Administrator shall verify such claim and shall take such steps as are necessary to investigate the accuracy of any statements made by the Contractor. Contractor shall provide such other and further documentation as ordered by the

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Contract Administrator to enable verification of a claim for a progress payment and the time until such additional documentation is delivered shall extend the time for processing the claim.

The Contract Administrator shall verify the claims for progress payments by use of the Progress and Value schedules approved pursuant to Article 3 hereinabove, or subsequently approved modifications thereto.

Section 23.02. PAYMENT; WITHHOLDS.

Upon approval of a claim for progress payment by the Contract Administrator, such claim shall be paid; provided, however, that the following amounts shall be withheld as security:

A. No greater than Ten (10%) percent of the value of the Work done.

B. Ten (10%) percent of the value of the acceptable materials delivered to and accepted by the County, but not yet incorporated in the Work.

Within the time specified in the Contract Documents, the County shall pay to the Contractor, while the Contractor is carrying on the Work, the balance of any progress payment not withheld as set forth above, after deducting therefrom all previous payments and all sums to be retained under the provisions of law or of the Contract Documents.

No payment by the County shall be construed to be an approval by the County of any defective work or improper materials, nor as an acceptance as completed of any portion of the Work.

If the County fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request, the County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

Section 23.03. POSTING SECURITIES IN LIEU OF WITHHOLDS.

Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract.

Securities eligible for investment under this section shall include those listed in Government Code 16430 or bank or savings and loan certificates of deposit.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest hereon.

The escrow agent shall be a trustee of the County.

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Section 23.04. RETAINING ADDITIONAL AMOUNTS; GROUNDS.

In addition to the amounts which the County withholds as provided in Section 23.02, the County shall retain a sufficient amount of any payment otherwise due to the Contractor as in the sole discretion of the Contract Administrator may be necessary to protect the County in the event of the following:

A. The receipt of Stop Notices and Claims against the Contractor or any subcontractor for labor or materials furnished on the Project;

B. For the cost to correct defective work not remedied, including failure to periodically clean the Site and Work as specified in Section 21.02.

C. For failure of the Contractor to make progress payments to any of its subcontractors;

D. For the occurrence of reasonable doubt that the Project can be completed for the balance of the Contract Price, as reflected in the approved Schedule of Values, or within the Contract Time, as shown on the approved Progress Schedule;

E. For the refusal of the Contractor to commit sufficient resources so that the Work proceeds in accordance with the approved Progress Schedule. Section 3.11 regarding Liquidated Damages shall apply in such event;

F. For failure of the Contractor to comply with any lawful or proper direction concerning the work given by any County representative authorized to have given such instruction;

G. For claims and/or penalties which State or Federal law assesses against the Contractor for violation of such law, including prevailing wage claims;

H. For any claim or penalty asserted against the County by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules and orders;

I. For any reason specified elsewhere in the Contract Documents as grounds for retention.

In order to adequately to protect the County, the basic standard to determine the amount of retention pursuant to this section shall be ONE-HUNDRED-TWENTY-FIVE (125%) PERCENT of the amounts claimed or the value of the Work not done or defectively done, plus interest and litigation costs; provided, however, that County retains the authority to retain greater sums should such sums be necessary in the County's discretion adequately to protect it.

In the event the progress of the Work does not meet the approved Progress Schedule, the County may retain the amounts specified in Section 3.11 and Section 2 of the Agreement for Construction for each day the Work is behind schedule.

The County retains the right to make, or not to make, any partial progress payment involving sums not in dispute, or to retain the total progress payment pending resolution of any such dispute.

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Section 23.05. DISBURSEMENT OF RETAINED AMOUNTS.

The County, in its sole discretion, may apply any such retained amount or amounts to the payment of any such claims resulting in a retention. Any payment, so made by the County, shall be considered as a payment made under this Contract by the County to the Contractor. The County shall not be liable to the Contractor for any such payments made in good faith. Such payments may be made without a prior judicial determination of the claim or claims. The County shall render to the Contractor a proper accounting of any such funds dispersed on behalf of the Contractor. The County reserves the right to utilize warrants issued to the Contractor and Claimant as joint payees for this purpose.

Prior to applying such amounts as stated hereinabove, County shall afford the Contractor an opportunity to present good cause, if any he has, why the claim or claims in issue are not valid or just claims against the Contractor. The County then reserves the right to take such further steps as are appropriate, in its sole discretion, including, but not limited to, seeking a judicial resolution of the controversy.

Section 23.06. CORRECTION OF STATEMENT AND WITHHOLDING OF PAYMENT.

No inaccuracy or error in any claim provided by the Contractor shall operate to release the Contractor or any surety from the error, or from damages arising from such error, or from any obligation imposed by the Contract Documents. The County shall retain the right subsequently to correct any error made in any previously approved claim for the progress payment, or progress payment issued, by later adjustments to subsequent progress payments.

Section 23.07. EFFECT OF PROGRESS PAYMENTS.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment claimed to be due and owing to the contractor shall operate in any way to relieve the Contractor from his obligations under the Agreement for Construction. The Contractor shall continue diligently to prosecute the Work without reference to the payment, withhold or retention, of any progress payment. The payment withhold or retention of any progress payment shall not be grounds for an adjustment to the Contract Time or Contract Price. By making progress payments, the County waives no right nor releases any obligation of the Contractor to the County.

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ARTICLE 24.

FINAL INSPECTION.

Section 24.01. NOTICE OF FINAL INSPECTION.

When the Work is completed, the Contractor shall request a final inspection. Within ten (10) days of the receipt of such request, the Contract Administrator shall make a final inspection. The Contractor or his representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been fully completed in accordance with the Contract Documents, including all modifications previously issued.

Section 24.02. PUNCH LIST.

The Contract Administrator shall notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list of deficiencies, known in the industry as a "punch list".

The Contractor shall remedy all items shown on the punch list prior to final acceptance by the Contract Administrator.

The Contract Administrator is not authorized to amend the Contract by use of the punch list; it is provided solely for the benefit of the Contractor to enable him to determine whether items must be corrected before final acceptance will be recommended by the Contract Administrator. The County reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

In the event that the Work still does not comply with the Contract Documents, the County reserves the right to issue such further punch lists as may be required, or to deduct from the final payment the cost of correction of any Work not completed in accordance with the Contract Documents without the issuance of further punch lists.

Section 24.03. ADDITIONAL SUBMITTALS.

After completion of work on punch list items, and before the Contractor's Request for Final Payment, the Contractor shall submit the following items:

A. A complete and accurate accounting, showing the total amounts claimed by the Contractor, all subcontractors and all suppliers due for final payment of the Project. The accounting shall identify first-tier subcontractors (those with a contract directly with the contractor) separately from all other claimants and shall include all subcontractors listed by the Contractor pursuant to Article 11. This accounting shall be submitted under penalty of perjury.

B. A complete and accurate set of Record (as-built) Drawings prepared by the Contractor pursuant to Section 4.05 and the Technical Specifications.

C. The Contractor's guarantee required by Article 26 hereof, and all other guarantees and warranties required by the Contract Documents.

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D. The Contract bond securing the Contractor's guarantee pursuant to Article 26 hereof.

E. Proof acceptable to County of proper release from all claims regarding patents and/or copyrights pursuant to Section 6.09 hereof.

F. All operating manuals required by the Technical Specifications for all mechanical and electrical installations.

G. All other submittals required by the Contract Documents prior to final payment.

Section 24.04. SYSTEMS DEMONSTRATION.

Before submitting a Request for Final Payment, Contractor shall demonstrate the operation of all systems in the Work to such persons as directed by the Contract Administrator, and shall instruct County personnel in the operation, adjustment, and maintenance of all equipment and systems.

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ARTICLE 25.

ACCEPTANCE AND FINAL PAYMENT; ADMINISTRATION OF THE WITHHOLD ACCOUNT.

Section 25.01. CONTRACTOR'S REQUEST FOR FINAL PAYMENTS AND CHANGE ORDERS.

When the Work is fully (100%) complete and all items on the punch list have been satisfied, or the Contractor contends that such items are not required by the Contract Documents, the Contractor shall submit Requests for Final Progress Payment and Final Payment.

The request for Final Progress Payment shall include the total amount the Contractor contends is due on the Contract Price less the amounts to be withheld for Final Payment. The amounts to be withheld for Final Payment shall include no less than One-Hundred Twenty-Five Percent (125%) of the total of all claims identified by the Contractor in the accounting submitted pursuant to Section 24.03-A, plus One-Hundred-Twenty-Five Percent (125%) of all unpaid claims against the Project by the County or any other claimant, which claims authorize a County withhold and/or retention pursuant to the Contract Documents, State or Federal law.

With the requests for Final Progress Payment, the Contractor shall submit its request for a final Contract Price Change Order with all information required by Article 17, and/or Contract Time Change Order, with all information required by Article 3, if the Contractor requests an adjustment in the Contract Price and/or Contract Time then in effect.

Section 25.02. CONTRACTOR ADMINISTRATOR'S ESTIMATE.

Upon receipt of all required submittals and the Contractor's Requests for Final Payments, the Contract Administrator shall conduct a final inspection to identify any deviations from the Contract Documents in the Work, and estimate the cost of corrections of such deviations.

After Final Inspection, the Contract Administrator shall prepare an estimate of the final sum due the Contractor. Said estimate shall take into account the Contract Price, as adjusted by any Change Orders; amounts previously paid; the Final Progress Payment; and sums to be withheld and/or retained for claims against the Project for incomplete work, liquidated damages, and for any other cause under the Contract. The Contract Administrator shall deliver a copy of this transmittal to the Contractor.

The Contract Administrator's estimate shall address whether the completion date for purposes of calculating liquidated damages should relate back to the date of the Contractor's Request for Final Payment, pursuant to Section 3.06.

Section 25.03. PROTEST TO PROCUREMENT MANAGER

If the Contractor contests the estimate of sums due prepared by the Contract Administrator, the Contractor shall, within five (5) days following delivery of the Contract Administrators' final inspection report, file his protest in writing with the Procurement Manager, setting forth in detail all grounds alleged to justify adjustment to the Contract Administrator's final estimate. Failure to file such protest shall constitute a waiver of the right to contest or otherwise challenge the Contract Administrator's final inspection report and estimate, and acceptance of the rest by Contractor.

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Section 25.04. RESOLUTION AUTHORIZING ACCEPTANCE OF CONTRACT AND RECORDATION OF NOTICE OF COMPLETION.

Acceptance of the Work by the Board of Supervisors and the recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the County is of the opinion that the Work is fully and satisfactorily completed and the provisions of the Contract Documents fully and satisfactorily performed in all respects. The acceptance of the Work by the County will only be made by resolution of the Board of Supervisors in a regular session. The Notice of Completion shall specify the date of the Resolution of Acceptance as the completion date and shall be recorded in the manner provided by law.

The County reserves all rights provided by law and/or the Contract Documents if the Work is not fully satisfactory and complete in all respects.

The resolution shall specify the final Contract Price and Time, with deductions and/or offsets for liquidated damages, the cost of correction of defective work or workmanship, inadequate clean-up, non-compliance with the Contract Documents, or statutory fines, forfeitures or penalties.

Section 25.05. DETERMINATION OF FINAL PROGRESS PAYMENT AND WITHHOLD AMOUNT.

After the Board of Supervisors has approved a Final Contract Price and Time, the Contract Administrator shall adjust the withhold Amount, as follows:

A. At no time shall the withhold amount be less than five (5%) percent of the Final Contract Price, or One-Hundred-twenty-Five (125%) percent of the total of all claims against the Project from all sources, including the County, whichever is the greater amount.

B. The Contract Administrator is authorized to withhold additional sums necessary to protect the County in his sole discretion, if claims, including State or Federal prevailing wage claims, and/or stop notices are filed, or to secure the County's own claims.

C. The Contract Administrator is authorized to process payment(s) to the Contractor at such frequency as the Contract Administrator shall determine, when the Contractor has provided acceptable submittals with its request(s) for release of withheld amounts, as specified in Section 25.06.

Section 25.06. SUBMITTALS FOR RELEASE OF WITHHELD AMOUNTS.

With its request for release of amounts withheld and/or retained by the County, the Contractor shall submit the following:

A. Receipts and releases on forms standard in the industry and approved by the County, from all first-tier subcontractors, releasing the County from all further claim or liability.

B. Receipts and releases, including Stop Notice releases if stop notices have been filed, from any persons or firms claiming against the Project; or fully executed agreements by such claimants specifying a settlement of their claims.

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C. Releases and authorizations to pay from any State or Federal agency claiming against the Project, including prevailing wage claims.

D. Waiver of all claims by the Contractor against the County except those which the Contractor expressly specifies therein as being outstanding and not included in the waiver.

The maximum amount the Contractor may request to be released shall not exceed the amount specified in Section 25.05-A.

Section 25.07. ADMINISTRATION OF WITHHOLD ACCOUNT.

The County reserves all rights regarding its administration of the withhold fund, with or without filed Stop Notices, including all judicial remedies provided by law.

In its sole discretion, the County may contact such claimants, or any of them, and reach independent settlement of their claims, through use of warrants jointly payable to claimants or otherwise.

In addition, the County is authorized to retain sums as needed, in its sole discretion, to secure its own claims.

Section 25.08, PAYMENT OF WITHHELD AMOUNTS.

On the thirty-fifth (35th) calendar day following recordation of a Notice of Completion, the undisputed balance owing in the withhold account shall be due and payable to Contractor.

The "undisputed balance owing" shall be the difference between the final Contract Price fixed by the Board of Supervisors' Resolution of Acceptance less the following amounts:

A. All payments made to date;

B. One-Hundred-Twenty-Five (125%) percent of the total amounts claimed in unresolved stop notices on file with the County or wage claims and related penalties in the jurisdiction of any State or Federal wage compliance office;

C. The total of any claims by the County for defective work, and/or liquidated damages.

The balance owing shall be "due and payable" upon presentation by the Contractor of releases executed by the Contractor, releasing the County of Yolo from all claims arising by virtue of the Agreement for Construction related to the amounts released from the withhold.

Payment of undisputed contract amounts is contingent upon the Contractor furnishing the County with a release of all claims against the public entity arising by virtue of the Agreement for Construction. The Contractor shall specifically identify in the release any disputed claim, including the amount thereof, which is excluded from the release. Any claim not so specified within the release shall be forever released, discharged, and waived. If the Contractor disputes the amount owing by the County, the final balance in the Withhold Account shall become due and payable only upon execution by the Contractor and the County of an accord and satisfaction agreement acceptable to both, by which both release the other from all claims.

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If the Contractor accepts the final balance in the Withhold Account as the total due and payable by the County, and provides a written final release, the accord and satisfaction agreement shall not be required.

Nothing in this Article shall be construed as requiring the Contractor to waive any claim against the County in violation of Public Contracts Code Section 7100, nor as constituting a waiver by the County of any claim or legal right against the Contractor.

Section 25.09. NON-WAIVER.

Neither acceptance of nor payment for the Work or any part thereof, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any of the provisions of the Agreement for Construction, nor shall a waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. In addition, adoption of a Resolution of Acceptance and recordation of a Notice of Completion shall not be deemed an acceptance of latent defects, shall not constitute a waiver of any of the provisions of the Agreement, and shall not relive the Contractor of its obligation to complete the work as specified in the Contract Documents and in compliance with all applicable laws and regulations.

Section 25.10. WORK AFTER NOTICE OF COMPLETION.

Contractor shall do no work after recordation of a Notice of Completion, save only work required by the warranties and guarantees provided under the Agreement for Construction.

Any work done after recordation of a Notice of Completion shall be conclusively presumed to be in furtherance of the Contractor's obligations on such warranties and guarantees for all purposes.

Section 25.11. STOP NOTICES; WHERE TO FILE; ENFORCEMENT.

All persons are advised hereby that all Preliminary Notices and Stop Notices shall be filed at the following address:

County of Yolo
Director of General Services
Yolo County General Services Department 120 West Main Street, Suite C
Woodland, CA 95695

The envelopes and the Notice shall clearly designate the name of the Project.

The Contractor shall cause the provisions of this Section to be inserted in all subcontracts and material contracts executed by the Contractor and notice of this provision shall be given to all persons furnishing materials for the Work.

All Stop Notice claimants are referred to Civil Code Section 3103 for the required contents of a Stop Notice, and Sections 3179 and following regarding enforcement/release of Stop Notice.

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ARTICLE 26.

GUARANTEES AND WARRANTIES.

Section 26.01. GUARANTEE REQUIRED.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a period of one (1) year from and after the recordation of the Notice of Completion, Notice of Cessation or, if neither is recorded, upon actual cessation of the Work. Such guarantee shall be made on the form provided, as set forth in Section 26.02 below.

Such guarantee is in addition to, and not in lieu of, the County's rights to enforce the Agreement for Construction in all respects, and the County's rights on all other guarantees and warranties required by the Technical Specifications.

Section 26.02. FORM OF GUARANTEE.

The guarantee required by this Article shall provide as follows:

The (Contractor) hereby unconditionally guarantees that the Work performed pursuant to the (Name of Project) Agreement for Construction (Yolo County Agreement No.) has been fully performed and completed in accordance with the requirements of the Agreement for Construction therefore and in compliance with all applicable laws and regulations, and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of recordation of a Notice of Completion, Notice of Cessation, or actual cessation of work, whichever is longer. The Contractor hereby agrees to repair or replace any and all the Work, together with any adjacent Work which may have been damaged or displaced in so doing, that is not in accordance with the requirements of the Agreement and applicable laws and regulations, or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the County of Yolo, ordinary wear and tear excepted. The Contractor has provided contract bonds that will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the County of Yolo of any Work not in accordance with the foregoing requirements he will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the County of Yolo to proceed to have such Work done at the Contractor's expense and he will pay the cost thereof upon demand. The County shall be entitled to all costs, including reasonable attorney fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees or property of the County of Yolo, the County may undertake, at the Contractor's expense and without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work and/or the Contractor’s not being in accordance with the foregoing requirements, and to charge the same to the Contractor as specified in the preceding paragraph.

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This guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the County of Yolo's rights to enforce all terms of the Agreement for Construction referenced hereinabove or the time for enforcement hereof. This guarantee is provided in addition to, and not in lieu of, the County's rights on such Agreement.

This Agreement is in addition to, and not in lieu of, the County's rights on all other guarantees and warrants required by the Contract Documents.

CONTRACTOR' SIGNATURE

(CORPORATE SEAL)

Section 26.03. GUARANTEE CONTRACT BOND.

Prior to Final Payment, the Contractor shall post a surety securing performance of his guarantee, as required by section 2.04 hereof.

Section 26.04. OTHER GUARANTEES.

All other guarantees or warranties required by the Contract Documents shall be subject to approval as to form by the County. At a minimum, such guarantees or warranties shall provide that the guarantor/warrantor shall repair or replace defective materials and/or workmanship, along with adjacent work that may be damaged or displaced in so doing and shall be unconditional. Such guarantees are in addition to, and not in lieu of, the product manufacturers' warranties, expressed or implied, and the Contractor's guarantee required by this Article.

Section 26.05. GUARANTEES NOT WAIVER.

By accepting the guarantees required by the Contract Documents, the County shall not be deemed to have waived any warranty or buyer protection implied, required and/or provided by the law of the State of California, nor to have altered any applicable statute of limitations regarding enforcement of any right of the County created by the Agreement for construction or otherwise. These guarantees and warranties are in addition to, and not in lieu of, such rights.

No disclaimer or limitation of any such right shall be valid unless properly executed by the County.

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ARTICLE 27.

COUNTY'S RIGHT TO TERMINATE AGREEMENT.

Section 27.01. GROUNDS FOR TERMINATION.

The County may terminate the Agreement for Construction, pursuant to the provisions of this Article, for the following causes:

A. The Contractor has been adjudged bankrupt or has made a general assignment for the benefit of creditors, or that a receiver has been appointed on account of the insolvency of the Contractor.

B. The Contractor or any of his subcontractors violates any of the provisions of the Contract Documents or fails to perform the Work within the Contract Time specified in the Progress Schedule then in effect and approved by the County;

C. The Contractor or any of his subcontractors fails to make prompt payment to subcontractor or material men for material or for labor.

D. The Contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of the County.

E. The Contractor fails to provide and keep in full force and affect all required insurance, and to cause all subcontractors to so comply.

F. Neglect of the work amounting to material breach of the Agreement for Construction.

G. Any other material breach by the Contractor.

Section 27.02. PROCEDURE FOR TERMINATION.

Upon the certification of the Contract Administrator that sufficient cause exists to justify the termination of the Agreement for the Construction, the County Administrator may, without prejudice to any other right or remedy of the County, give written notice to Contractor and his surety or sureties of its intention to terminate the Agreement.

Unless within seven (7) days of the giving of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, the Agreement shall, upon the expiration of the said seven (7) days, cease and terminate.

In the event of any such termination, the County shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the right to take over and perform the Contract; provided, however, that if the surety within fourteen (14) days after service of the notice of termination, does not commence performance of the Contract, the County may take over the Work and prosecute the same to completion by contract or by any other method it may deem available, for the account and at the expense of the Contractor, and the Contractor and his sureties shall be liable to the County for any costs occasioned by the County thereby. In such event, the County may, without liability, take possession of and utilize in

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completing the Work, such materials as may be on the Site of the Work and necessary, therefore. In any such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

Section 27.03. RECONSTRUCTION IN EVENT OF LOSS.

In the event of a partial or total destruction of any or all of the work or materials to be provided pursuant to this Agreement, at any time prior to the final completion of the Project and the final acceptance of the Work by the County, the Contractor promptly shall reconstruct, repair, replace or restore, all work or materials so destroyed at no cost to the County.

Nothing herein provided shall in any way excuse the Contractor from the obligation of furnishing all the required materials and competing the Work in full compliance with the terms of the Contract Documents; provided that a reasonable time extension shall be negotiated by the parties.

This section shall not apply if the destruction is by an "Act of God" as defined in Public Contract Code Section 7105 and the loss is in excess of five percent (5%) of the total Contract price.

Section 27.04. OPTION IN EVENT OF A LOSS.

In the event that any destruction or loss should exceed twenty percent (20%) of the value of the construction completed to date, as determined at the end of the preceding month, or is due to an "Act of God" as defined above, the County shall have the option at its sole discretion to terminate this Contract.

Section 27.05. PROVISION FOR TERMINATION OF CONTRACT.

This Contract is subject to termination as provided by Section 4410 and 4411 of the Government Code, being portions of the Emergency Termination of Public Contracts Act of 1949.

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ARTICLE 28.

ADDITIONAL PROVISIONS.

Section 28.01. CONFLICT OF INTEREST.

No official of the County who is authorized on behalf of the County to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in the Agreement for Construction or in any part thereof.

No officer, employee, architect, construction manager, attorney, engineer or inspector of or for the County who is authorized on behalf of the County to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in the Agreement for Construction or any party thereof.

Section 28.02. NOTICES.

Any notice from one party to the other pursuant to the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manners: If the notice is given to the Contract Administrator, it must be served personally at his office or by depositing same in the United States Mails, in a sealed envelope, correct postage prepaid, and correctly addressed to the address shown the Instructions to Bidders.

If the notice is given to the Contractor, it must be by personal delivery thereof to Contractor or to Contractor's Project superintendent at the Site of the Work, or by depositing the same in the United States Mails, in a sealed envelope, addressed to the Contractor at the place designated in the Bid by the Contractor for the receipt of correspondence.

If the notice is given to a surety of the Contractor, it must be by personal delivery to such surety or by depositing the same in the United States Mails, in a sealed envelope, addressed to such surety or other person at the address last communicated by him to the County. Copies of all such notices shall be delivered to the Contractor.

Section 28.03. NO VERBAL AGREEMENTS.

No verbal agreement or conversation with any officer, agent, or employee of the County, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle the Contractor to any additional payment or time to perform whatsoever under the terms of the Agreement for Construction.

Section 28.04. EXAMINATION OF PROPOSED PROJECT LOCATION AND CONTRACT DOCUMENTS.

By submitting its Bid and executing the Agreement for Construction, the Contractor warrants that prior to bidding it carefully examined the location of the Project, that it carefully reviewed the Contract

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Documents, and that it is fully aware of all the Work called for by the Contract Documents, the nature of the Site, and the requirements of all Specification including these General Conditions. The Contractor also warrants that it is familiar with all relevant circumstances and conditions affecting construction projects in Yolo County, California, and the particular site, and has the requisite experience and skill to perform the Agreement for Construction on the Site of the Project.

Section 28.O5. NOTICE OF POTENTIAL CLAIMS.

A. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act or failure to act, by the County or any of its officers, agents, or employees, or the happening of any event, thing or occurrence, unless he shall have given the County written notice of potential claims as specified herein.

The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation should be paid, a firm estimate or accounting of the cost involved, and, insofar as possible, the total amount of the claim.

Such notice must have been given to the County prior to the time that the Contractor shall have performed the work giving rise to the potential claim if based on an act or failure to act by the County, or in all other cases within five (5) days after the happening of the event, thing, or occurrence giving rise to the potential claim or such other time as may be specified herein.

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

This subsection shall not supersede, but shall be superseded by, any provisions of these Contract Documents that specifically set forth the procedure for the Contractor to give notices of claims to the County in any particular case.

B. Any lawsuit, action or other proceeding seeking damages, costs, compensation or any other recovery, based upon any claim related to the Project, including but not limited to claims of the Contractor, subcontractors, suppliers, laborers and workers, must be preceded by a claim filed in accordance with Government Code Sections 900 et seq.

Section 28.06. CONTINUING WORK IN DISPUTE.

The Contractor shall not delay or suspend performance of the work pending resolution of any dispute or controversy between the County and the Contractor or any other person, firm, or entity involved in the Work.

If these General Conditions specify a procedure to resolve the particular issue, it shall be followed. If no specific procedure is specified, the Contractor shall give notice of the dispute as provided in Section 28.05.

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The County's resolution of the issue shall be followed by all parties for the remainder of the Work. If notice has been filed pursuant to Section 28.05, the Contractor is authorized and shall request a Final Change Order to satisfy the unresolved Contract Price or Time claims arising from the issue, pursuant to Section 25.01.

Section 28.07 ASSIGNMENT OF CERTAIN CLAIMS

In entering into this contract, or any subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and any 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. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the 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.

Section 28.08 NO THIRD-PARTY BENEFICIARIES

Except where specifically stated otherwise in the Agreement for construction, the promises in the Agreement benefit the COUNTY and CONTRACTOR only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) that might be affected by the performance or non-performance of this agreement, nor do the parties hereto intend to convey to anyone else any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

END OF GENERAL CONDITIONS

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Project Manual

For

500 Jefferson Bldg. A West Sacramento Roof Replacement Project

Issued for Competitive Sealed Bid
VOLUME 2

Technical Specifications
for the

County of Yolo
120 W. Main Street, Suite G
Woodland, CA 95695
Chris Rice
Project Division Manager
Chris.Rice@yolocounty.org
(530) 379-3692

December 9, 2024
BEAM Project No.: 240264

Issued for Bid

Docusign Envelope ID: 32AEB766-8009-44CB-BCF4-F6B1AF88C202

Project Manual

For

500 Jefferson Bldg. A West Sacramento Roof Replacement Project

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County of Yolo
120 W. Main Street, Suite G
Woodland, CA 95695
Chris Rice
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December 9, 2024
BEAM Project No.: 240264

Consultants:

Building Envelope Consultant
BEAM Professionals
Shawn LeCrone, RRC, RRO, REWO, CD, IIBEC
2600 Tenth Street, Suite 700
Berkeley, CA 94710
Phone: (510) 450-1999



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PROJECT MANUAL COVER SHEET AND STAMP PAGE

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SECTION 01 11 00 SUMMARY OF WORK

GENERAL

1.1 RELATED DOCUMENTS

A. Conditions of the contract and Division 1, as applicable, apply to this Section.

1.2 SCOPE OF WORK

A. **Base Project** – Building A, 500 Jefferson Blvd, West Sacramento, CA 95605

Roof Area A1

Contractor to remove all existing roofing materials from all pipe flashings and curb locations down to below level of new required seal. Remove/replace all roofing materials that show evidence of dry rot. Once complete, install new decking and insulation to match the existing roof height.

Remove abandoned HVAC and curb and replace framing, infill with new decking using correct nailing pattern to match existing. Provide 1” of rigid insulation. Raise perimeter nailers if needed to match finished roof height. Demo any areas of the roof sheathing that show evidence of dry-rot. Re-install existing (or new at curbs required to be raised) all curbs, piping, conduit, and gas lines. Curbs shall have a finished height no less than 10" above Finished adjacent roof height.
Repair all EPDM skirt flashings at HVAC units that provide direct pathways for water to enter below units. Clean and prep substrate to receive new roofing system.

Eliminate all areas of ponding before mechanically attaching 1” Polyiso insulation. Fully Adhered 1/2" primed DensDeck board, followed by fully-adhering new specified 80-mil PVC membrane with all new associated metals.

Clean rust and other loose materials from existing gutters and downspouts then prime and paint to match existing adjacent low roof area gutters and downspouts. Tie-in existing gutters to new roofing with compatible 3-course material.

Apply liquid flashing at any and all parapets which are less than or equal to 4” in height

Install 4” wide PVC tape to be heat welded to the roofing material at 5-ft from roof perimeter, see 07 72 00 roof accessories for additional indications.

1.3 SALVAGED MATERIALS

A. Owner may salvage all items deemed reusable or necessary to keep for items to be demolished prior to the start of demolition and construction.

B. Contractor shall remove and turn over additional items to the Owner, as directed.

C. Contractor shall demolish, remove and salvage all other items of demolished work.

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1.4 CONTRACTS AND USE OF SITE

A. Contractor Use of Premises:
   1. Confine operations at site to areas permitted by:
      a. Law
      b. Ordinances
      c. Permits
      d. Contract Documents
   2. Do not unreasonably encumber site with materials or equipment.
   3. Assume full responsibility for protection and safekeeping of products stored on premises.
   4. Obtain and pay for use of additional storage or work areas as needed for operations.
   5. Contractor shall establish secured staging area for work and coordinate and provide for safe passage and exit from building areas during construction, as determined by County and City officials.
   6. Contractor shall coordinate all construction activities with Owner.
   7. Owner reserves the right to perform construction operations with its own forces or to employ separate contractors on portions of the Project. Contractor shall coordinate with this work in terms of providing site access, work space, and storage space, cooperation of work forces, scheduling, and technical requirements.
   8. Coordinate all utility shutdowns with Owner and, as required, with local utility companies, prior to commencement of shutdown.

B. Owner Occupancy:
   1. Partial Owner Occupancy: The Owner reserves the right to place and install equipment in completed areas of the building, prior to Substantial Completion provided that such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
   2. A Certificate of Substantial Completion will be executed in accordance with conditions of the Contract.
   3. Contractor shall obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
   4. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of mechanical and electrical systems in occupied portions of the building.
   5. Prior to partial Owner occupancy, emergency and life safety systems shall be fully operational. Emergency and life safety systems include, but are not limited to, fire sprinkler systems, fire alarm systems, and emergency egress devices. For emergency exiting purposes, the path of travel shall be clearly delineated and functional. If required, temporary barricades shall separate on-going construction from occupied spaces as allowed by the governing agency holding jurisdiction over the Project. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of emergency and life safety systems in occupied portions of the building.

C. Owner-Furnished Items:
   1. The Owner may provide items to the Contractor for installation in accordance with manufacturer’s recommendations and instructions.
   2. The Owner will arrange and pay for delivery of Owner-furnished items in accordance with the Contractor’s Construction Schedule, and will inspect deliveries for damage.
   3. If Owner-furnished items are damaged, defective or missing, through no fault of the Contractor, the Owner will arrange for replacement.
   4. The Contractor is responsible for designating the delivery dates of Owner-furnished items in the Contractor’s Construction Schedule and for receiving, unloading and handling Owner-furnished items at the site. The Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to

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elements, and to repair or replace items damaged as a result of his operations.

D. Coordination with Owner's Forces or Owner's Contractors:
   1. Provide site access, space allocation, scheduling, scheduling coordination, coordination of work forces and coordination of technical requirements with contractors that may be selected and employed by Owner to perform work simultaneously and in conjunction with the Work, which may include, but shall not be limited to the following, as applicable to the Project:
      a. Materials Inspection and Testing Agency
      b. HVAC Testing, Adjusting, Balancing Agency
      c. Energy Management System Contractor
      d. Data and Cabling System Contractor
      e. Telephone System Contractor
      f. Modular Furniture Installer
      g. Lighting and Sound
      h. Surveying

1.5 PROTECTION OF EXISTING PROPERTY

A. Contractor shall provide and maintain adequate protection of all Owner's existing property during duration of Project.

B. Contractor shall verify location of all existing underground pipelines on site with the owner of such pipelines and authorities having jurisdiction and shall provide and maintain adequate protection of all such pipelines during duration of Project.

C. Protection of Trees:
   1. Provide wood barricades around trees and shrubs at their dripline in traffic areas to protect them from construction operations until Substantial Completion, or until barricade removal is directed by Designer or Record.

PRODUCTS

1.6 MATERIALS

A. Refer to Specification Sections.

EXECUTION

1.7 CONSTRUCTION SCHEDULE

A. Please refer to volume 1 specification documents for timeline requirements and expectations of schedule.

END OF SECTION 01 11 00

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SECTION 02 41 13 – SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Partial demolition of existing building(s) as required to accommodate including, but not limited to:
   1. New Roofing, flashing and related work.
   2. Removal of existing mechanical, electrical, and plumbing items and associated utilities indicated or required, except for electrical work performed by Owner.

1.2 SUBMITTALS

A. Submit the following items.
   1. Itemized Demolition Schedule.
   2. Detail all demolition methods to be used.

1.3 PERMITS

A. Procure and pay for all necessary permits or certificates required to complete the work specified. Make any and all required notifications and comply with all applicable Federal, State and local ordinances.

1.4 QUALITY ASSURANCE

A. Provide at least one (1) person who shall be present and in charge of the Demolition Work at all times and who shall be thoroughly familiar with all phases of all work performed under this Section.

B. Comply with all pertinent codes and regulations applying to this work. Where cutting or modifications are to be made to existing fire-rated construction, provide temporary closures of fire-resistive materials as required to maintain fire rating until such time as permanent fire-rated improvements are completed.

1.5 JOB CONDITIONS

A. Use all means necessary to prevent the spread of dust during performance of this work. Provide additional clean filters for the existing air handling system serving those areas to remain to protect them from construction dust.

B. Use all means necessary to protect the existing building to remain from all types of damage, including fire, water damage, and unnecessary interruption of utility services. In the event of damage of any kind, immediately make all repairs and replacements necessary to the approval of the Owner at no additional cost to the Owner.

C. Motor-driven equipment shall have functional mufflers.

D. Visit the site and examine the existing structure. Note all conditions as to the character and extent of work involved.

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1.6 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01 13 11 – Project Coordination.

PART 2 - PRODUCTS

2.1 GENERAL

A. Provide all barricades, shoring, and bracing necessary to protect the tenants, workmen, and Public from danger. Barricades shall be sufficiently designed to protect and or exclude the public from all hazards.

B. All other materials, not specifically described but required for proper completion of Work of this Section, shall be as selected by the Contractor subject to the approval of the Owner.

2.2 DEMOLITION WORK

A. Perform demolition work in manner so as to allow Owner's safe use of existing facility.

B. Perform demolition work in order to maintain Owner's construction schedule.

2.3 REMOVAL OF ROOF MATERIAL AND DECKING

A. Roofing debris shall not be permitted to fall on adjoining roof deck in masses to exceed safe carrying capacity of decks. Existing roofs and decks shall be properly protected with plywood under area to be demolished.

B. Structural or load-supporting members shall not be cut or removed adjacent to existing structures to remain until all loads carried by members have been removed or adequately supported.

C. The Contractor shall take all precautions necessary to ensure the safety of the building occupants and workers.

2.4 REMOVAL OF PARTITIONS, COLUMNS AND STRUCTURE

A. Masonry walls or other sections of masonry shall not be permitted to fall on floors of building in masses to exceed safe carrying capacity of floors. Existing floors shall be properly protected with plywood on both sides of a partition to be demolished.

B. Provide temporary shoring or bracing wherever necessary for the protection of occupants, workmen, walls, partitions, roofs, floors and structure to remain.

C. Structural or load-supporting members shall not be cut or removed adjacent to existing structures to remain until all loads carried by members have been removed or adequately supported.

D. No masonry walls shall be removed until it has been determined that the walls to be removed do not support the roof. To determine this, all adjacent materials such as finish ceilings shall be removed to provide adequate views of existing structure. Provide temporary shoring as needed. The Contractor shall take all precautions necessary to ensure the safety of the demolition workers and all occupants of the building.

E. No demolition will be allowed above, below, adjacent to or near any occupied areas of the building.

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F. Where access holes in existing ceilings or removal of existing ceilings are required, minimize the access in order to minimize the repair work and repair or replace removed or damaged work to match adjacent undamaged work.

G. Cut and tooth new openings in masonry where required, of correct size to permit installation of frames and anchors for new doors.

PART 3 - EXECUTION

3.1 DEMOLITION

A. Before commencing the Work of this Section, verify with the Owner that all items to be removed by the Owner have been removed. Schedule the work in a careful manner with all necessary consideration for the Public and the Owner. All items of existing equipment and materials or any other item of value to the Owner shall be salvaged by the Owner prior to demolition.

B. All material removed under this Contract, which is not to be salvaged or reused, shall become the property of the Contractor and be promptly removed from the site. At all times use movable debris boxes, covered, to convey the material through the building. Do not store or permit debris to accumulate on the site. Dumpsters shall not overflow and shall be emptied on a regular basis. Remove all debris from the building premises and leave the construction site "Clean" each day. All debris shall be dumped in an approved disposal facility and all fees for this shall be paid by the Contractor. Contractor is responsible for completely removing all demolished materials from the site and disposing of them in accordance with all local, State and Federal Regulations. If Contractor fails to remove debris promptly, Owner reserves the right to have debris removed at Contractor’s expense.

C. Conduct operations so as not to interfere with adjacent occupied spaces, roads, streets, drives, walks, service lines and the like.

D. Keep all pedestrian areas clear for passage at all times.

3.2 PROTECTION OF STRUCTURES, PROPERTY

A. Execute demolition work to ensure adjacent property is not damaged from falling debris or other causes.

B. Take precautions to guard against movement, settlement, or be liable for such movement, settlement, or collapse; repair promptly such damage when so ordered.

C. Repair damage to Owner’s property or any other person or persons on or off premises by reason of required work.

END OF SECTION 02 41 13

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SECTION 06 10 00 – ROUGH CARPENTRY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. All rough carpentry items including, but not limited to:
   1. Wood blocking for support of items supported on or recessed into wood framing or requiring wood blocking for support.
   2. Wood cants, nailers, curbs, and other items associated with roofing work.
   3. Miscellaneous framing items and plywood sheathing.

1.2 RELATED WORK

A. All Sections of Work supported on or recessed into wood framing or requiring wood blocking for support, such as wall trim, wall cabinets, handrails, lockers, toilet compartments, toilet and bath accessories, markerboards, tackboards, projection screens, fire extinguisher cabinets, etc., as applicable to the Project.

1.3 SUBMITTALS

A. Product Data: Manufacturer’s data on wood treatment materials.

1.4 STANDARDS AND GRADING

A. All lumber used structurally shall be graded and marked with grade and trademark of a lumber grading organization approved by the Architect, except that a certification of grade from such a grading organization may be accepted in lieu of grade and trademarks when approved by Architect. Trademark of manufacturer shall also appear on each piece.

B. Each piece of plywood used structurally shall carry the American Plywood Association trademark.

C. Grading Rules: Conform with all applicable requirements of American Lumber Standards "Simplified Practice Recommendations R-16" and to grading rules of manufacturer's association under whose rules the lumber is produced.

D. Reference Standards: Conform with all requirements.
   1. U.S. Dept. of Commerce Product Standards (PS)
   2. American Plywood Association (APA)
      a. Standards and Construction Guide
   3. American Wood Preservers Association (AWPA)
      a. Standards, as they apply.
   4. Architectural Woodwork Institute (AWI)
      a. "Quality Standards"
   5. National Woodwork Manufacturers’ Association (NWMA)
      a. Standards
   6. Western Wood Products Association (WWPA)
      a. Manual

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PART 2 PRODUCTS

2.1 MATERIALS

A. Lumber:
1. Treated No. 2, S4S Southern Yellow Pine, #1 kiln dried.
   a. Comply with NWMA Standards
   b. Use for blocking, stripping, grounds, cants and miscellaneous wood items in contact with concrete, roofing, or exposed to the weather.
2. No. 2, S4S Southern Yellow Pine: Use for framing, blocking, stripping and miscellaneous concealed interior lumber not exposed to concrete, roofing weather or moisture, when FRS lumber is not required by building code.
3. Fire Retardant No, 2, S4S Southern Pine: Refer to Fire Retardant Treatment below. Use for framing, plates and blocking in all walls and partitions where required by building code or noted on drawings.

B. Plywood:
1. General: Comply with APA Standards.
2. APA A-D, Group 1 Interior used where appearance of only one side is exposed to view for interior locations. Use for wall liner at MDF/IDF closets and telephone boards in mechanical and telephone rooms where shown or required. 3/4 inch thick unless required or shown otherwise. Paint as scheduled in Section 09 91 00.
3. Exterior plywood, Group 1, APA rated sheathing. Use where miscellaneous plywood is exposed to concrete, weather, or at roof construction as sheathing.
4. Fire Retardant Treated Plywood: Refer to Fire Retardant Treatment below. Use when required by building code or noted on drawings.
5. Underlayment: If shown or required, APA rated Sturdi-floor, exterior grade, tongue and groove edges.

C. Rough Hardware:
1. Nails, Spikes, and Staples: Galvanized for exterior locations, high humidity locations, and treated wood; plain finish for other interior locations: Size and type to suit application. Do not use to resist “pull-out” loads.
2. Bolts, Nuts, Washers, Lags, and Screws: Medium carbon steel; size and type to suit application. Galvanize for exterior locations, high humidity locations, and treated wood. Plain finish for other interior locations.
3. Fasteners: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry and concrete. Bolts or power activated type for anchorage to steel.

D. Wood Treatment:
1. Preservative Treatment (Concealed Conditions):
   a. Micronized Copper Quaternary (MCQ): Pressure impregnate preservative to net retention of 0.25 lbs./cu.ft., in plant licensed by manufacturer in accordance with the following standards:
      1) Preservative Treatment Standard: AWPA P5
      2) Structural Lumber Treatment Standard: AWPA C31
      3) Plywood Treatment Standard: AWPA C9
   b. Brush two (2) coats of preservative on bored or sawn surfaces of treated lumber.
   c. Provide Quality Mark Stamp on treated wood for identification.
   d. Fasteners: Metal fasteners in contact with preservative treated wood shall be G-90 galvanized, minimum, or stainless steel in accordance with manufacturer’s instructions. No uncoated steel shall come in contact with preservative wood.
   e. ACQ and CCA preservatives not permitted.
   f. Acceptable Manufacturers: Osmose “MicroPro” Smart Sense; or Architect approved equal.

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E. Fire Retardant Treatment:
1. Lumber shall be pressure-impregnated with non-combustible fire retardant chemicals in accordance with U.L. FRS Fire Hazard Classification. All lumber must be dried following treatment in accordance with AWPA Standard C20.
2. Plywood shall be pressure-impregnated with non-combustible fire retardant chemicals in accordance with U.L. FRS Fire Hazard Classification. All plywood must be dried following treatment in accordance with AWPA Standards C27.

PART 3 EXECUTION

3.1 GENERAL

A. Wood Framing:
1. Framing and blocking shall be accurately cut and fitted true to line and levels, avoiding shims and wedges.
2. Spiking and nailing shall be done using largest size spikes and nail practicable.
3. Unless otherwise shown, use 2 inch by 4 inch wood studs spaced 16 inches o.c. with 4 inch face perpendicular to direction of wall or partition. Provide single bottom plate and double-top plates 2 inches thick by width of studs.
4. Bolt nailers and blocking to steel, masonry or concrete members with bolts or proportionate strength of members attached from each end, except as otherwise noted on plans.
5. Provide blocking, bucks and framing as necessary and for other trades as required.
6. Drill lumber accurately for bolts and fit all bolts with suitable washers.
7. Perimeter wood blocking to be attached 2’-0” staggered with 1/2” galvanized bolts through both nailers.
8. Screws are to be used for perimeter edge nailers. No nailing permitted.

B. Plywood:
1. Install plywood over framing in accordance with instruction of American Plywood Association Construction Guide Form No. E30C.

C. Install underlayment plywood as shown in accordance with instructions of American Plywood Association. Space panel joints and edges 1/32 inch. Fill and sand panel edge joints, surface roughness, and damaged or open areas. Nail with 4d ring-shank nails spaced at six (6) inches at edges and eight (8) inches in field each way.

END OF SECTION 06 10 00

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SECTION 07 54 23 – PVC MEMBRANE ROOFING SYSTEM

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Providing the entire roofing assembly, including, but not limited to:
1. Wood nailers (Refer to this Section and Section 06 10 00)
2. Fully adhered thermoplastic single-ply membrane roofing
3. Flashings, including sheet metal perimeter edge (fascia) (Refer this Section and Section 07 62 00)
4. Walkway pads, expansion joints, and other work incidental to, the complete and proper installation of a watertight roofing system as shown on the drawings or specified herein, and in accordance with all applicable requirements of the Contract Documents.

B. It is the intent of this Section that the Work shall:
1. Provide a watertight facility.
2. Conform to all applicable building code requirements and of authorities having jurisdiction.
3. Include Section 07 62 00, as part of the Work of this Section; and be performed by a single source contractor.

1.3 RELATED WORK

A. All Sections of Work relating to the roofing system, including mechanical, plumbing and electrical items penetrating the roof system.

1.4 REFERENCES

A. American Society for Testing and Materials (ASTM)
1. A 385, Practice for Providing High-Quality Zinc Coatings (Hot-Dip)
2. D 471, Resistance to water absorption
3. D 751, Method of Testing Coated Fabrics
4. D 1149 Ozone resistance
5. D 1204 Linear Dimensional Change
6. D 2137 Brittleness point, max,
7. D 4637/6878 (annex A1) Thickness over scrim
8. E 96 Water vapor permeance, Perms
9. E 903 Solar Reflectance (albedo X 100), %
10. G 151/154 Accelerated weathering
11. FTM 101C method 2031 Puncture resistance

B. ASCE-7 Wind uplifts requirements for geographical area.

C. National Roofing Contractors Association (NRCA)
1. Roofing and Waterproofing Manual (Latest Edition)

D. Single-Ply Roofing Institute (SPRI)

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E. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
   1. Architectural Sheet Metal Manual (Latest Edition)

F. Underwriters' Laboratories (UL)
   1. Fire Hazard Classifications

G. California Building Code (CBC)

1.5 PERFORMANCE REQUIREMENTS

A. General Requirements: Provide an installed thermoplastic single ply roofing system, flashing and related work that is watertight and will not permit the passage of liquid water, able to withstand wind loads, thermally induced movement and exposure to weather without failure.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing system manufacturer based on testing and field experience.

C. Roofing System Design: Comply with ANSI/SPRI "Wind Design Standard Practice for Roofing Assemblies" for the following ground roughness exposure and system design:
   1. Check for geographical exposure (i.e. Exposure B: City, suburban areas, towns and wooded terrain.)
   2. Fully Adhered thermoplastic single-ply membrane roofing.

D. Underwriter's Laboratories Inc. (UL)
   1. UL RMSD – Current Roofing Materials and Systems Directory
   2. UL Fire Resistance of Roofing Coverings Materials

E. Exterior Fire Exposure Classification: Class A, ASTM E 108, for application and slopes shown.

F. American Architectural Manufacturer's Association (AAMA)

G. Occupational Safety and Health Administration (OSHA)

H. 2019 California Building Code (CBC)

1.6 SUBMITTALS

A. Product Data: Manufacturer's printed instructions, tested assemblies, schedules, charts, literature, and illustrations to indicate the performance, fabrication procedures, product variations, adhesive, and accessories to be used in the Work.

B. Certifications:
   1. Manufacturer's written certification that installer is approved and licensed to install specified roofing system. **(Submit a copy with Proposal Form)**
   2. Manufacturer's affidavits that materials used in Project contain no asbestos.
   3. Installer shall submit resume and project experience list for proposed system for Project Manager and job site superintendent.
   4. Installer shall submit written certification that there are no undocumented workers being employed by them or any subcontractor on this project and that covers all workers on this project by workmen's compensation.
   5. Installer shall submit list of all subcontractors with evidence of subcontractor's insurance coverage in compliance with contract requirements.

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6. Manufacturer's written certification of approval / acceptance of these specifications and details.

C. Referenced Standards: Two (2) copies of each referenced standard and retain approved copies at site.

D. Shop Drawings: Furnish from copies of the Manufacturer's literature or from copies of NRCA "Roofing and Waterproofing Manual", (Latest Edition).
1. Furnish for approval any proposed details, which differ from those, included with this proposal package. All proposed details shall first be approved in writing by roofing manufacturers prior to submitting to Roof Consultant for approval.
2. Furnish detail project sequencing, staging, material loading, manpower plans, and project construction schedule for approval.

E. Samples:
1. Furnish copy of sample warranty that is to be issued upon project completion.
2. Furnish samples of roof membrane.
3. Furnish sample of metal edge to be installed.

F. Upon Substantial Completion of Work, submit the following to Roof Consultant for his submission to Owner:
1. Manufacturer's Warranty: Manufacturer's written warranty as specified.
2. Contractor's Warranty: Contractor's written warranty as specified.
3. Maintenance Procedures: Three (3) copies of Manufacturer's printed instructions for Owner's use regarding care and maintenance of roof.
4. Affidavits of non-asbestos for material.
5. Affidavits from material manufacturers, suppliers and sub-contractors for release of liens.
6. Refer to Division 1 Specifications for additional requirements of close-out documents.

1.7 INSPECTIONS / TESTS

A. The Roof Consultant's and Manufacturer's representative shall at all times have access to the job site and work areas. The contractor will provide proper and safe facilities for such access and inspection.
1. Roof Consultant Observations: The Roof Consultant will be providing periodic inspections throughout the duration of the project. Roof Consultant's Representative shall be required to inspect after completion of each major phase of construction for approval.
2. Manufacturer Inspections:
   a. An inspection shall be made by a representative of the material manufacturer **three (3) times a month** during performance of Work to ensure that said project is installed in accordance with the Manufacturer's specifications and illustrated details. Written reports by the manufacturer shall be turned over to the Roof Consultant, on each Monday following the prior week.
   b. The authorized material Manufacturer's field representative shall be responsible for:
      1) Keeping the Roof Consultant's representative informed after periodic inspections as to the progress and quality of the work observed.
      2) Calling to the attention of the contractor those matters observed which are considered to be in violation of the contract requirements.
      3) Reporting to the Roof Consultant's representative, in writing, any failure or refusal of the contractor to correct unacceptable practices called to his attention.

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4) Confirming, after completion of the work and based on his observation and test, that he has observed no application procedures in conflict with these specifications.

B. Any failure by the Roof Consultant's or Manufacturer's Representative to detect, pinpoint, or object to any defect or noncompliance of these specifications of work in progress or completed work shall not relieve the contractor, or reduce, or in any way limit, his responsibility of full performance of work required of him under these specifications.

C. Roof Consultant may require tests and inspections as necessary to verify quality of roofing materials and workmanship. Laboratory tests will be performed in accordance with ASTM standard procedures.
1. Owner will select testing laboratory and will pay for Work required by testing laboratory.
2. Re-tests for work which fail initial tests or inspections shall be paid by contractor.
3. **Non-compliance with contractor requirements will result in the Roof Consultant / Owner to assign full time quality control and will be subject to reimbursement by the construction manager/contractor.**

1.8 QUALITY ASSURANCE

A. Installer:
1. Installer shall have approval by manufacturer of accepted roofing system for application and issuance of specified warranty for a minimum of three (3) years. Proof of license agreement dated at least three years prior to date of bid opening.
2. Installer shall be an experienced single firm specializing in the type of roofing and sheet metal work specified, with a minimum of five (5) years of previous successful experience on projects similar in size and scope.
3. Installer shall be certified and approved by manufacturer and licensed to install specified roofing system.
4. No subcontracting of sheet metal fabrication or installation will be accepted. Installer must have a sheet metal shop on the company premises.
5. Installers shall have a competent Superintendent, who is not actually performing roofing work, on site at all time while work is in progress, with full authority to act on behalf of the Installer as his agent.
6. All workmen shall be covered by Workmen's Compensation insurance (verify upon request) and thoroughly experienced in the particular class of work upon which employed. Use of undocumented workers will not be tolerated - No Exceptions.
7. Installer shall ensure that base fastener pull out resistance tests on existing decks were performed and approved by Roof Consultant and coordinated with Roofing Consultant prior to starting roofing application.
8. Roofing installer must have reached the highest level of qualifications from the Manufacturer they are providing material for (i.e. Master Select installer).

B. Regulatory Requirements:
1. Classification by Underwriters' Laboratories, Inc. as a Class A roof covering.
2. Roofing system shall be installed in accordance with ASCE-7 wind uplift requirements as indicated by SEOR (if applicable) for geographical location exposure C, 115 MPH 3-second gust wind speed zone and risk category III. Wind-resistance loads listed below have a safety factor of 2.0 incorporated in the calculation.
   a. Zone 1 Field – 38.6 psf
   b. Zone 2 Perimeter (Within 8'-0" of perimeter edge) – 64.6 psf
   c. Zone 3 Corner (Within 8'x8' of corner edges) – 97.4 psf
3. Follow local, state, and federal regulations of safety standards and codes. Refer to applicable building code for roofing system installation requirements and limitations.

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C. Laboratory Testing and Samples:
1. Roof Consultant may require tests and inspections as necessary to verify quality of roofing materials and workmanship. Laboratory tests will be performed in accordance with ASTM procedures.
2. Owner will select testing laboratory and will pay for Work required by testing laboratory. Installer shall assume all costs for extraction and patch of all samples.
3. Re-tests for work which fail initial tests or installer shall pay inspections.
4. Installer shall correct all deficiencies in accordance with manufacturers recommended procedures at no cost to Owner.

D. Installation:
1. Unless otherwise indicated, the materials to be used in this specification are those specified and denote the type, quality, performance, etc. required. All proposals shall be based upon the use of the specified material.
2. Install materials in accordance with the manufacturer's current published application procedures and the general recommendations of the National Roofing Installer's Association.
3. It will be the installer's responsibility to obtain and/or verify any necessary dimensions by visiting the job site, and the installer shall be responsible for the correctness of it. Any drawings supplied are for reference only.
4. Installer shall plan and conduct the operations of the work so that each section started on one day is complete, details installed and thoroughly protected and in watertight condition before the close of work for that day.
5. Materials will be securely fastened in place in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class of work upon which employed. Work shall be performed in accordance with these specifications and shall meet the approval in the field of the Roof Consultant.
6. All waste materials, rubbish, etc., shall be removed from the Owner's premises as accumulated. Rubbish shall be carefully handled to reduce the spread of dust, and shall be deposited at an approved disposal site. At completion, all work areas shall be left broom clean and all installers' equipment and materials removed from the site.

1.9 PRE-INSTALLATION CONFERENCE

A. Refer to Section 01 13 11 – Project Coordination.

1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials in Manufacturer's original unopened packaging with all tags and labels intact and legible. Carton and can labels, shall indicate appropriate warnings, storage conditions, lot numbers, and usage instructions. Handle and store materials and equipment in such a manner as to avoid damage. The proper storage of materials is the sole responsibility of the contractor. Materials damaged in shipping or storage shall not be used. Wet or damaged roofing materials shall be discarded, removed from job site, and replaced with new materials prior to application.

B. Manufacturer's packaging and / or roll plastic is not acceptable for exterior storage. Tarpaulin with grommets shall be accepted minimum for exterior coverings. All materials stored, as above shall be minimum of four (4) inches off the substrate, and the tarpaulin tied off with rope.

C. Products liable to degrade as a result of being frozen shall be maintained above 40□ F in heated storage.

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D. Moisture sensitive products shall be maintained in dry storage areas or properly covered. Roofing insulation and felts must always be covered or stored in a dry area when not being used.

E. No storage of materials shall be permitted on roof areas other than those materials that are to be installed the same day. Any exception must be in written form. Do not place materials or equipment in such a manner as to overload structure.

1.11 WARRANTY

A. Roofing Manufacturer: Warrant the roofing and associated Work for 20 years from date of Substantial Completion as follows:
1. The warranty shall be a No Dollar Limit (NDL) / no penal sum type, with total replacement cost.
2. The warranty shall guarantee the entire roof system and associated work against defective materials and workmanship of installation, with NO exclusion for ponding water.
3. The roof system including roofing insulation, flashing, penetrations, wall flashings, metal work, labor, and material shall be guaranteed against failure of workmanship and materials. Repair of the system, including materials and labor, shall be done at no cost to the Owner.
4. Submit four (4) original executed copies of the Warranty / Guarantee.

B. Roofing Installer: Jointly with any sub installers employed by him, shall guarantee the work required and performed under this contract will be free from defects in workmanship and materials, and that the building will be and remain waterproof for a five (5) year warranty period, after the Roof Consultant accepts the work as substantially complete. The warranty shall be in approved notarized written form, to obligate the Installer, and sub installers, to make good the requirements of the warranty.

C. Make arrangements with the materials manufacturer to provide the required warranty. Final warranty shall be submitted to Owner at time of Substantial Completion.

D. Submit attached Installer's Warranty and Sub installer's Guarantee forms at Project Closeout.

PART 2 PRODUCTS

2.1 GENERAL

A. The components of the roof system are intended to be products of a single manufacturer as required providing the specified system warranty. Products not manufactured by the Roofing Manufacturer, but are required in the roofing assembly, will be recognized by the Roofing Manufacturer and covered under the Manufacturer's warranty.

B. Install all materials in accordance with Manufacturer's current written specifications, details and instructions. Deviations shall not be made without prior written approval from the Manufacturer and the Owner's Representative. Should any specifications or details conflict with the Contract Documents, submit to Owner the recommended alternative that provides the best long term moisture protection and complies with Manufacturer's warranty requirements for approval.

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2.2 ROUGH CARPENTRY

A. All nailers, cants and wooden curbs shall be No. 2 or better treated lumber selected to meet design details and field dimensions and requirements of Section 06 10 00, Rough Carpentry. **MCQ and MCA only.**

2.3 ROOFING SHEET METAL

A. Refer to Section 07 62 00, Roof Related Sheet Metal.

2.4 APPROVED MANUFACTURERS

A. Unless noted otherwise, specifications are based on products of manufacturers listed below. Manufacturers whose products meet or exceed the specifications, who have manufactured and installed roof materials and systems of the type specified for a minimum of ten (10) years, and who maintains a single source responsibility for the total roofing system, as described herein, may apply for approval as a substitution in accordance with Division 01 requirements regarding substitutions. The following approved manufacturers:
   1. **Sika Sarnafil,** Canton, MA; (800) 451-2504
   2. **Carlisle, Inc.**, Carlisle, PA; (800) 479-6832
   3. **Soprema**, Wadsworth, OH; (800) 356-3521
   4. **GAF,** Parsippany, NJ; (973) 628-3000

B. All materials shall be manufactured, specified, or accepted in writing by membrane manufacturer issuing the warranty. Proposed materials shall ensure full system warranty from said manufacturer. Installer shall be an installer licensed by the manufacturer.

C. Samples of all materials used on the project, which are not supplied by the membrane manufacturer, shall be submitted to the membrane manufacturer for written approval prior to starting work.

D. All materials used on the project shall be asbestos free.

2.5 ROOF MEMBRANE ASSEMBLY

A. Polyvinyl Chloride Sheet: Uniform, flexible sheet formed from polyvinyl chloride, complying with ASTM D 4434, of the following type, thickness, and exposed face color:
   1. Classification Type III, polyester-reinforced Thermoplastic.
   2. Thermoplastic Polymer Thickness: Overall Min. 80 mils; Over Scrim Min. 27 mils
   3. FM Approved
   4. UL Class A.
   5. Exposed Face Color: White
   6. 3-Year SRI, 74 minimum.

B. Approved Material:
   1. **Sarnafil Product**: Sarnafil G 410-80 EnergySmart
   2. **Carlisle Product**: Sure-Flex PVC 80-mil Min
   3. **Soprema Product**: Sentinel G200 80-mil
   4. **GAF Product**: Everguard PVC 80-mil

2.6 ROOF INSULATION

A. All insulation shall be approved in writing by the membrane manufacturer as to thickness, type, and manufacturer. All insulation must be approved for the specific application, with UL and FM approval.

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B. Polyisocyanurate Roof Insulation: Shall comply with ASTM C1289 Type II, Class 1, Grade 2 (20 psi minimum compressive strength). Insulation shall be surfaced on both sides with a non-asphaltic non-organic coated fiberglass facers. Thickness shall be a minimum 1" over all conditioned air space, see drawings for details.
   1. Approved product:
      a. **Sarnafil Product**: SarnaTherm CG-20psi
      b. **Carlisle Product**: InsulBase PolyISO
      c. **Soprema Product**: Sopra-ISO
      d. **GAF Product**: EnergyGuard Polyiso Insulation

C. Recover Board: Glass-Faced Gypsum Roof Board equal to UL rated Type X "Dens Deck Prime" as produced by Georgia-Pacific. Board sizes shall be 48" x 96" x 1/2" or as indicated on drawings for roof assembly. Provide as required by manufacture recommendation primer for Roof System. Approved substitute, SECUROCK by USG.

D. Tapered Polyisocyanurate Insulation: Shall comply with ASTM C1289 Type II, Class 1, Grade 2 (20 psi minimum compressive strength) Insulation shall be surfaced on both sides with a non-asphaltic non-organic coated fiberglass facers. Board sizes shall be 48"x48" sloped/cut to 1/4 inch per foot slope or as indicated on drawings for roof assembly.
   1. Approved product:
      a. **Sarnafil Product**: SarnaTherm CG-20psi
      b. **Carlisle Product**: InsulBase PolyISO
      c. **Soprema Product**: Sopra-ISO
      d. **GAF Product**: EnergyGuard Polyiso Insulation

E. Tapered Edge Strip: 1-1/2 inches to 0 inches, 18 inches x 48 inches, install at all roof drains, expansion joints, curbs, projections, crickets, saddles and base flashings. Approved material shall be as manufactured by Cant Products or pre-approved equal.

2.7 ACCESSORIES

A. General: Furnish auxiliary materials recommended by Roofing System Manufacturer for intended use and compatible with membrane roofing materials.
   1. Furnish liquid-type auxiliary materials that meet VOC limits of authorities having jurisdictions.

B. Flashing and Flashing Accessories: As recommended by the Thermoplastic sheet Manufacturer's printed instructions for reinforced sheet flashing of same material, type, thickness, and color as sheet membrane.

C. Fasteners: FM Approved corrosion resistant steel screws of the appropriate size for fasteners for roof membrane and insulation attachment and for sheet metal flashing. Fasteners for the membrane shall be supplied by the Thermoplastic Manufacturer and are to be installed as recommended by Thermoplastic Sheet Manufacturer's printed instructions.
   1. Shall be Factory Mutual approved and supplied by the manufacturer for the specific application.
   2. Fastener for Brick: Shall be 1/4 inch x 2 inches, stainless steel nail, one piece unit, flat head, as manufactured by Rawl Zamac Nailin, or approved equal.
   3. Nails: G-90 galvanized or non-ferrous type, size as required to suit application, minimum 11 gauge with 3/8 inch diameter head.

D. Bonding Adhesive: As recommended by Thermoplastic Sheet Manufacturer's printed instructions to develop a bond between the membrane and the substrate to which the membrane is to be attached. Sarnacol Bonding Adhesive or approved substitute.

E. Metal Termination Bars: Manufacturer's standard aluminum bars, approximately 1-inch (25-

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mm) wide, roll formed and pre-punched.

F. Metal Flashings, Copings, Edge Trim and Accessories: Provide all roofing Manufacturer's metal required for a complete roofing system covered under the Manufacturer's warranty.

G. Sealants: Membrane Manufacturer's approved sealant shall be used to seal penetrations through the membrane system and at miscellaneous sealant applications that come in contact with roof systems components.

H. Liquid Applied Flashings: Two-component polymethyl methacrylate-based (PMMA) material by Roofing Manufacturer. Include in 20 Year NDL warranty.

I. Walkway Pads / Protection Pads: Provide a polyester reinforced, weldable membrane with embossment similar to a chevron pattern.
   1. Provide walk pads shall be installed at point of roof access to each service points of all roof mounted equipment requiring periodic maintenance.
   2. Protection pads shall have rounded corners and extend minimum four (4) inches beyond edge of overlying element.
   3. Provide new protection pads under all pipe supports, at HVAC and mechanical access points, in front of all roof top doors and openings.

J. Miscellaneous Accessories: Provide pourable sealants, performed cone and vent sheet flashings, pre-formed inside and outside corner sheet flashings, T-joint covers, termination reglets, and other accessories as recommended by Roof System Manufacturer for intended use.

K. Other miscellaneous materials shall be of the best grade available and approved in writing by Roof System Manufacturer, prior to use, for the specific application.

PART 3 EXECUTION

3.1 PROJECT CONDITIONS

A. Existing Conditions: Examine existing building and new construction to determine existing physical conditions that affect installation of new roofing.

B. Weather Limitations: Proceed with roofing work only when existing and forecasted weather conditions permit roofing to be installed according to Manufacturer's written instructions and warranty requirements.

C. Environmental Requirements:
   1. Apply roofing in dry weather.
   2. Do not expose roof components and flashing in inclement weather or when it is predicted 30% or more possibility for inclement weather.
   3. When ambient temperature is below 40 degrees Fahrenheit, expose only enough sensitive cements, sealants, and adhesives as required for use within a four-hour period.
   4. Do not expose membrane and accessories to a constant temperature of 180 degrees Fahrenheit.

D. Protection:
   1. Provide special protection and avoid traffic on completed areas of membrane installation.
   2. Restore to original condition or replace work or materials damaged during handling of roof materials.
   3. Take precautions as required to protect adjacent work and structures.

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E. Emergency Equipment: Maintain on site equipment necessary to apply emergency temporary edge seal in event of sudden storms or inclement weather.

F. Restrictions:
1. Comply with General Requirements on use of site.
2. Smoking is prohibited on all roof areas or in existing buildings.
3. Maintain facility and all utility services in a functional condition.
4. Provide sanitary facilities for employees.

3.2 EXAMINATION

A. Examine and verify that receiving substrate surfaces of the structure have no defects or errors, which would result in poor or potentially defective application or cause latent defects in workmanship.
1. Examine substrate to which roofing material is to be applied to ensure that its condition is satisfactory for roofing application. Do not permit voids greater than 1/4 inch wide in the substrate. Substrates for roofing materials shall be dry and free of oil, dirt, grease, sharp edges, and debris. Inspect substrates, and correct defects before application of thermoplastic sheets.

B. Verify that roofing openings and penetrations are in place and set and braced and that roof drains are properly clamped into position.

C. Do not proceed with installation until unsatisfactory conditions have been corrected. Starting installation shall imply acceptance of surfaces and conditions.

3.3 NAILERS

A. Wooden nailers shall be installed at perimeter edges or drip edges on outside perimeter of building, to match elevation of new roof insulation and recovery board thickness.

B. All Construction: Nailers shall be the same height as the new insulation and recovery board being installed or to existing raised roof edge whichever is applicable. Nailers shall be anchored to resist a pullout force of 300 pounds per linear foot per Factory Mutual Data Sheet 1-49. Fasteners shall be no less than two (2) per nailer, and be spaced at two (2) feet on center maximum. Provide nailers at all penetrations. Raise all curbs, flashing, etc, a minimum of eight (8) inches above the finished surface.

3.4 SUBSTRATE PREPARATION

A. Substrate Surface: Prepare substrate surfaces to insure proper and adequate installation, in strict accordance with the Contract Documents and approved Shop Drawings, or Manufacturer’s requirements.

B. Fill all gaps and voids between substrate components that are wider than 1/4 inch. Fill all gaps with same materials as the substrate.

C. The Membrane Manufacturer shall specify types of substrates that are suitable for use with the bonding adhesive.

D. Protection of Adjacent Areas or Surfaces: Protect adjacent areas or surfaces from damage as a result of the Work of this section. Remove sharp projections.

E. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is

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taking place or when rain is forecast.

F. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of the roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

G. Tear-off :
1. Tear-off existing roof system down to existing lightweight concrete deck, deck to remain. Remove all associated Flashings and abandoned equipment.
2. Repair / Patch all existing decks as required, due to removal of equipment or deteriorated conditions.
3. Sweep or vacuum all surfaces, removing all loose aggregate and foreign substances prior to commencement of roofing. Ensure dry, smooth surface with no depressions or ponding water. Notify Roof Consultant prior to roofing any areas that may result in ponding water.
4. Trash Chutes: Roofing materials and other discarded materials shall be put into an enclosed trash chute. No material may be thrown off roof. Remove debris daily from roof and from grounds.
5. Refer to phasing plans for flashing of existing curbs now and demolition of existing curbs and penetrations at future dates, flashing of new curbs and penetrations at a future date.

3.5 APPLICATION OF INSULATION

A. General: (As required per roof area)
1. Manufacturer's Instructions: In regard to attachment, the Manufacturer’s instructions or specifications shall determine the suitability for an application.
2. Fastener pull out test will be required for verification of condition of the concrete decking and suitability of Manufacturer’s metal fasteners
3. Precautions: The surface of the insulation must not be ruptured due to overdriving of fasteners. The surface of the insulation or substrate shall be inspected prior to installation of the thermoplastic roof membrane. The substrate shall be clean, dry and smooth with no excessive surface roughness, contaminated surfaces or unsound surfaces such as broken, delaminated, or damaged insulation boards. Any wet, broken, delaminated, or damaged insulation shall be replaced with new insulation.
4. Thermal insulation boards shall be laid between metal panel ribs, with overall thickness a minimum of ¾” taller than rib. All joints shall be tight and at the roof perimeter and roof penetrations, insulation shall be cut neatly and fitted to reduce openings to a minimum. All openings 1/4 inch or larger shall be filled with insulation.
5. No more insulation shall be installed than can be covered by the completed roof system by the end of the day or the onset of inclement weather.
6. Tapered insulation and crickets, when specified, shall be placed in accordance with the drawings and / or as required NRCA standards.

B. Specified polyisocyanurate recovery board shall be fully adhered to concrete deck meeting Factory Mutual recommendations for wind uplift as dictated by wind zone applicable to location of project.

3.6 INSTALLATION OF PVC MEMBRANE

A. General: Install in strict accordance with manufacturer's latest published requirements, instructions, specifications, and details and approved shop drawings.

B. Over the properly installed and prepared substrate, manufacturer’s adhesive shall be

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poured out of the pail and spread using notched ¼" X ¼" X ¼" rubber squeegees. The adhesive shall be applied at a rate according to manufacturer's requirements. No adhesive is applied to the back of the fleece-backed membrane. ***Do not allow adhesive to skin over or surface-dry prior to installation of fleece-backed membrane.***

C. The roof membrane is unrolled immediately into the wet adhesive. Adjacent rolls overlap previous rolls by 3 inches. This process is repeated throughout the roof area. Immediately after application into the adhesive, each roll shall be firmly pressed into place with water filled, foam covered lawn roller by frequent rolling in two directions. ***Do not allow adhesive to skin over or surface dry prior to installation of fleece-backed membrane.***

D. Weld cover strips at all seams that do not have a factory selvage edge.

3.7 SEAM INSTALLATION

A. Clean seam areas, overlap sheets, and weld side and end laps of sheets and flashings according to Manufacturer's written instructions to ensure a watertight seam installation. Weld seam as follows:
1. Weld Method: Hot Air

B. Test lap edges with probe to verify seam weld continuity on a daily basis. Perform pull-tests of welded lap seam samples daily and install T-joint patches at all t-joint intersections of membrane and flashing seams.

C. Repair tears, voids, and lapped seams in roofing that does not meet requirements.

3.8 FLASHING INSTALLATION

A. Install sheet flashings and preformed flashing accessories and adhere to substrate according to roofing system Manufacturer's written instructions.

B. Apply bonding adhesive to substrate and underside of flashing sheet at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.

C. Flash penetrations and field-formed inside and outside corners with sheet flashing as recommended by Manufacturer.

D. Clean seam areas, overlap seams, and firmly roll flashings into the adhesive. Weld side and end laps to ensure a watertight seam installation.

E. Test lap edges with probe to verify seam weld continuity. Apply lap sealant, if required by roofing manufacturer, and seal exposed edges of sheet flashing terminations per Manufacturer's requirements.

F. Terminate and seal top sheet flashings and mechanically anchor to substrate through termination bars.

3.9 METAL FLASHINGS, COPINGS, EDGE TRIM AND ACCESSORIES INSTALLATION

A. General: Secure metal flashings accessories at roof edges according to FM Loss Prevention Data Sheet 1-49 for specified wind zone.

3.10 QUALITY CONTROL

A. Roofing Installer: On-site evaluation welded seams shall be made by the Contractor to

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locations as directed by the Owner's representative or PVC Manufacturer's technical representative. Two-inch wide cross-section samples shall be taken three times a day minimum through completed seams. Correct welds shall display failure from shearing of the membrane prior to separation of weld. The Contractor at no extra charge to the Owner shall patch each test cut. Test seam samples shall be label with location of seam cut, date of seam cut, and retain for Owner's representative or PVC Manufacturer's technical representative for test cut inspection.

B. Manufacturer's Quality Control Inspection: The Manufacturer's Technical Representative shall review the on-going work on a minimum of three times every 30 calendar days. All defects noted non-compliance with the Contract Documents or the recommendations of the Thermoplastic Manufacturer should be itemized in a punch list. These items must be corrected immediately by the Contractor to the satisfaction of the Owner's Representative and the thermoplastic manufacturer.

3.11 PROTECTING AND CLEANING

A. Protect sheet membrane roofing from damage and wear during remainder of construction period.

B. Immediately remove all spots, smears, stains, residues, adhesives, etc., from the Work of this Section and / or upon adjacent areas or surfaces, which result from the Work of this Section.

C. Upon completion of the Work of this Section, dispose of, away from the Site, all debris, trash, containers, residue, roofing remnants and scraps which results from the Work of this Section.

D. Correct deficiencies in or remove roofing that does not comply with requirements, repair substrates, reinstall roofing, and repair sheet flashings to a condition free of damage and deterioration at the time of Substantial Completion and according to warranty requirements.

E. Overnight Seal / Water Cut-Off:
1. Over Night Seal: Shall be performed according to accepted roofing practice as outlined in the NRCA Roofing Manual.
2. Water Cut-Off: At the end of day's work or when precipitation is imminent, construct a water cut-off at all open edges. Cut-offs can be built using asphalt or plastic cement and roofing felts, constructed to withstand protracted periods of service. Cut-offs must be completely removed prior to resumption of roofing.

3.12 ACCEPTANCE

A. Prior to demobilization from the site, the Owner / Project Manager, Roof Consultant and Installer shall review the work. All defects noted noncompliance with the Contract Document or the recommendations of the PVC Manufacturer should be itemized in a punch list. These items must be corrected immediately by the Contractor prior to demobilization to the satisfaction of the Owner / Project Manager, and the PVC Manufacturer.

B. Notify Roof Consultant and Owner 48 hours in advance of the date and time of inspection.

C. All warranties as required for the project of this specification shall be submitted for approval prior to final payment.

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END OF SECTION 07 54 23

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SECTION 07 62 00 – ROOF RELATED SHEET METAL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. It is the intent of this Section that the Work shall:
   1. Conform to all applicable building code requirements and of authorities having jurisdiction;
   2. Include all shop and field formed sheet metal work shown on drawings, specified or required, including, but not limited to:
      a. Roof penetration sleeves and hood and umbrella counterflashing
      b. Metal counterflashing
      c. Expansion joint
      d. Roof drains
      e. Scuppers
      f. Metal perimeter edge
      g. Gutters, Downspouts, Splash Blocks and Splash Pans
      h. One-way roof moisture relief vents
      i. Metal gravity vents
      j. Metal heat exhaust vents
      k. Sanitary vent pipes
      l. Pipe box
      m. Copings, trim and miscellaneous sheet metal accessories.
   3. Be part of the Work of Section 07 54 23, Polyvinyl Chloride Membrane Roofing System; and
   4. Be performed by a single source contractor.

1.3 RELATED WORK

A. Section 07 54 23 – Polyvinyl Chloride (PVC) Membrane Roofing System

B. Section 07 72 00 – Roof Accessories

C. All Sections of Work relating to or affecting the roofing system, including mechanical, plumbing and electrical items.

1.4 REFERENCES

A. American Society for Testing and Materials (ASTM)
   1. A525, Specification for General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process
   2. A526, Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Commercial Quality
   3. A527, Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Lock-Forming Quality
   4. A167, Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
   5. B32, Specification for Solder Metal

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6. C1107, Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink)

B. ASCE-7 Wind uplifts requirements for geographical area.

C. National Roofing Contractors Association (NRCA)
1. Roofing and Waterproofing Manual (Latest Edition)

D. Single-Ply Roofing Institute (SPRI)
1. ANSI/SPRI ES-1

E. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
1. Architectural Sheet Metal Manual (Latest Edition)

F. Underwriters' Laboratories (UL)
1. Fire Hazard Classifications

G. California Building Code (CBC)

1.5 SUBMITTALS

A. Product Data:
1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
2. Manufacturer's installation instructions.

B. Shop Drawings: Indicating sizes, configurations, details of attachment to related and adjacent work, materials, and finishes.

C. Samples:
1. Full range of finish colors for Architect's selection.
2. 12 inches long sample of each specified item with approved finish.
3. Provide full-size mockup of all shop-built assemblies.
4. Documentation of Wind uplift requirements for Roof Edge for specific project location
   a. Wind Calculator available online

1.6 QUALITY ASSURANCE

A. Single Source Responsibility: Fabricator and installer of roof-related flashing, installer of prefabricated edge metal and accessories shall be the same as the membrane roof installer.

B. Comply with governing codes and regulations of authorities having jurisdiction.

C. ANSI / SPRI ES-1: Install sheet metal edge flashings and copings to comply with requirements of ANSI / SPRI ES-1 for minimum of up to 115 MPH wind speed zone and wind resistance loads.

1.7 INSTALLATION CONFERENCE

A. Refer to Section 5-10 Weekly Job Meetings of the Front End Documents

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver, handle and store materials in accordance with manufacturer's instructions.

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B. Handle and store materials and equipment in such a manner as to avoid damage.

C. No storage of materials shall be permitted on roof areas other than those materials that are to be installed the same day. Any exception must be in written form. Do not place materials or equipment in such a manner as to overload structure.

1.9 WARRANTY

A. Manufacturer's Product Warranty:
1. Manufacturer's standard 30 year Kynar 500 or Hylar 5000 Finish warranty signed by the manufacturer, with guarantee covering any failure of the fluoropolymer finish during the warranty period.
2. Failure is defined to include, but not be limited to:
   a. Deterioration of finish, such as fading, discoloring, peeling, cracking, corroding, etc.
3. Wind Warranty
   a. Non-Coastal: up to 160 MPH Blow Off Resistance, 20 Year
4. Correction may include repair or replacement of failed product as outlined in Warranty Documents
5. Finish warranty and wind warranty shall be delivered by Roofing Contractor to Owner at the conclusion of project as part of project close-out documents.

B. Roofing Contractor’s Warranty:
1. Contractor shall warrant the installation and related work to be free from defects in workmanship and materials, and that the metal flashings will be and remain watertight and secure, for a period of five (5) years from date of Substantial Completion.
2. Defects shall include, but not be limited to:
   a. Leaking water on the exterior of the building, causing staining or discoloration of wall / exterior surface.
   b. Leaking water or bitumen within building or construction.
   c. Becoming loose from substrate / blocking.
   d. Loose or missing parts.
   e. Finish failure as defined above.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design: **Metal Era, Inc.**, which is located at: 1600 Airport Rd.; Waukesha, WI 53188; Toll Free Tel: 800-558-2162; Tel: 262-549-6900; Fax: 800-373-9156; Email: request info (info@metalera.com); Web: www.metalera.com

B. Substitutions: Before proposal date upon roof consultant approval.

C. Manufacturers named within specification are approved for use on the Project providing:
1. their products meet or exceed the specifications;
2. company has a minimum of five (5) years’ experience manufacturing products of the type specified;
3. products have been tested in conjunction with roofing membrane system as an assembly and as such has obtained the same approval and rating as the roofing membrane system; and
4. products are approved for use by the roofing membrane manufacturer.

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2.2 SHEET METAL MATERIALS

A. General Requirements: Roofing sheet metal system shall have been tested in conjunction with roofing membrane system as an assembly and have the same approval and rating as the roofing membrane system.

B. Prefinished Galvanized Sheet Steel:
1. Commercial quality ASTM A527 G-90 hot-dip galvanized coating designation.
2. Thickness: Except as otherwise indicated, minimum 24 gauge. SMACNA recommendations shall govern.
3. Finish: Kynar 500 or Hylar 5000 in color as selected by Architect from manufacturer's standard colors.

C. Membrane Clad Sheet Steel:
1. Commercial quality ASTM A527 with G-90 hot-dip galvanized coating designation.
2. Thickness: Except as otherwise indicated, minimum 24 gauge. SMACNA recommendations shall govern.
3. Finish: PVC coating as per Membrane Manufacturer’s requirements.

D. Stainless Steel: ASTM A167, Type 302 / 304 Soft Temper, No. 2D finish. Minimum thickness 24 gauge, except as otherwise noted.

2.3 FASTENERS

A. Same metal as flashing / sheet metal or other non-corrosive metal or as noted below.

B. Exposed fasteners shall be self-sealing and gasketed (ZAC type) for weathertight installation.

C. Match finish of exposed heads with material being fastened.

D. Mechanical Fasteners:
1. Nails: Ring shank, minimum 1-1/2 inches in length with 1/2 inch diameter head.
2. Washers: Steel washers with bonded rubber sealing gasket.
3. Screws: Self-tapping sheet metal type of stainless steel or compatible with material being fastened, with hooded integral EPDM washers (ZAC type).
4. Rivets: Stainless steel and cadmium plated material, closed end type of sizes recommended by sheet metal manufacturer to suit application.

E. Clips:
1. Cleat (coping / fascia): Minimum 22 gauge, G-90 galvanized, stainless steel, or aluminum. Match material of coping / fascia and provide one (1) gauge heavier.

2.4 RELATED MATERIALS

A. Solder: ASTM B32, alloy grade 58, 50 percent tin, 50 percent lead.

B. Flux:
1. Phosphoric acid type, manufacturer’s standard.
   a. For Use with Steel or Copper: Rosin flux
   b. For Use with Stainless Steel: Acid-chloride type flux, except use rosin flux over tinned surfaces.

C. Underlayment:
1. At expansion joints: to be used as bellow; 48 mil minimum, non-reinforced,

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homogeneous, waterproof, impermeable elastomeric sheeting manufactured by Nervastral, Inc. or Lexsuco.

2. At wood blockings: Self-Adhered Flexible Flashing: 40-mil, rubberized asphalt adhesive reinforced flashing with a high density cross laminated polyethylene film. Provide compatible substrate primer as instructed by manufacturer.

D. Adhesives: Type recommended by flashing sheet manufacturer seaming and adhesive application of flashing sheet to ensure adhesion and watertightness.

E. Metal Accessories: Sheet metal clips, straps, anchoring devices, clamps and similar accessories required for the complete installation of work, matching or compatible with material being installed, non-corrosive, size and gauge recommended by installer to suit application and performance.

F. Sealant:
1. Type A:
   a. Type: One-part, non-sag, moisture-curing polyurethane sealant.
   b. Approved Products / Manufacturers: “Chem-Calk 900” manufactured by **Bostik Construction Products Division**, “Vulkem 921” manufactured by **Mameco International, Inc.**, “Dynatrol I” manufactured by **Pecora Corporation**, “MasterSeal NP 1” manufactured by BASF, or approved equal.
2. Type B:
   a. Type: One-part, neutral-curing, medium-modulus silicone sealant for sealing metal to metal surfaces, i.e. metal edge, cover plates, etc.
   b. Approved Products / Manufacturers: “Chem-Calk 1200” manufactured by **Bostik Construction Products Division**, ”795 Silicone Building Sealant” manufactured by **Dow Corning Corporation**, “895 Silicone” manufactured by **Pecora Corporation**, “Omniseal” manufactured by **Sonneborn Building Products**, or approved equal.

G. Termination Bar:
1. Material: Stainless steel or extruded aluminum bar with lipped profile.
2. Size: 1/8 inch thick by one (1) inch wide with factory punched 1/4 inch x 3/8 inch oval holes spaced at six (6) inches on center.
3. Approved Product / Manufacturer: “TB 125” manufactured by **TruFast Corp.**, or approved equal.

H. Pipe Hangers and Supports: Refer to Section 07 72 00, Roof Accessories.

I. Splash Blocks: Concrete type, of size and profiles indicated; minimum 3,000 psi compressive strength at 28 days, with minimum five (5) percent air entrainment. Use at locations where roof drainage discharges on ground.

J. Splash Pans: 22 gauge stainless steel of size and profiles indicated. Use at locations where roof drainage discharges over adjoining, lower roof level(s).

2.5 FABRICATION

A. Except as otherwise indicated, fabricate work in accordance with SMACNA Architectural Sheet Metal Manual and other recognized industry practices and reviewed shop drawings. Form all flashings, receivers and counterflashings in accordance with standards set forth in the NRCA roofing manual and SMACNA.

B. Comply with manufacturer's installation instructions and recommendations.

C. Shop fabricate through-wall, counterflashings, expansion joint metal and wind clips to

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greatest extent possible.

D. Fabricate items to size and dimensions as indicated on the drawings. Limit single-piece lengths to twelve (12) feet for prefabricated pieces and ten (10) feet for shop fabricated pieces.

E. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work sufficient to permanently prevent leakage, damage or deterioration of the work.

F. Integrate flashing in a manner consistent with membrane waterproofing detailing. Form work to fit substrates.

G. Make angle bends and folds for interlocking metal with full regard for expansion and contraction to avoid buckling or fullness in metal after installation.

H. Fabricated items will have straight lines, sharp angles, smooth curves, and true levels. Avoid tool marks, buckling, and oil canning.

I. Fold back edges on concealed side of exposed edge to form hem.

J. Unless noted otherwise, lap joints minimum three (3) inch. Lap joints to have sealant installed as per details, to maintain watertight condition, inside and outside corners and elevation changes to be riveted and soldered.

K. Seams:
1. Wherever possible, fabricate non-moving seams in sheet metal with flat-lock seams and end joints.
2. Pre-finished Galvanized Steel: Seal pre-finished metal seams with rivets and silicone sealant.
3. Metal Other than Aluminum: Tin edges to be seamed, form seams, and solder.

L. On Kynar 500 or Hylar 5000 pre-finished metal, surface sand metal flanges prior to applying any primers. Prime all metal in contact with bituminous material.

M. Backpaint all concealed metal surfaces with bituminous paint where expected to be in contact with cementitious materials or dissimilar metals.

N. Expansion Provisions: Where lapped or bayonet type expansion provisions in work cannot be used or would not be sufficiently waterproof or weatherproof, form expansion joints of intermeshing hooked flanges, not less than one (1) inch deep filled with mastic sealant concealed within joints.

2.6 FABRICATED ITEMS

A. Metal Flashings:
1. Through-Wall/Saw-Cut Receiver: Minimum 24 gauge stainless steel formed in maximum ten (10) foot lengths, through wall receivers shall not extend past the face of the exterior veneer more than 3/4”.
2. Counterflashings: Minimum 24 gauge prefinished steel, formed in maximum ten (10) foot lengths.

B. Wind Clips: Minimum 24 gauge prefinished steel, one (1) inch wide by length to engage counterflashing a minimum of 1/2 inch. To be installed at all wall flashings and at curb flashing lengths longer than 5 feet.

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C. Roof Penetrations:
1. Umbrella Counterflashing: Two-piece construction of minimum 22 gauge prefinished steel, fabricated in accordance with drawings or project requirements.

D. Metal Edge / Fascia:
1. Perma-Tite System 200 Fascia for thermoplastic roof systems: Decorative metal fascia with continuous formed rail.
   a. Construction:
      1) Fascia metal gauge
         a. 24 gauge galvanized steel.
      2) Finish:
         a. Kynar-500 color as selected by the Architect from roof edge manufacturer's standard colors.
      3) Formed Rail: Shall be continuous 20 gauge galvanized steel at 12’-0” standard lengths with pre-punched slotted holes and 6” stainless steel springs at 4’-0” on center.
2. Thermoplastic Version
   a. Model:
      1) FA-80 (8.25” Face)
   b. Performance:
      1) 20-year, 180 mph Wind Warranty.
      2) Tested per ANSI / SPRI ES-1 FM 4435 Standard to a design pressure of 200 psf to comply with the California Building Code.

E. Metal Coping
1. Perma-Tite Coping
   a. Construction:
      1) Metal:
         a. 24 gauge galvanized steel.
      2) Finish:
         b. Kynar-500 color as selected by the Architect from roof edge manufacturer's standard colors.
   b. Coping Cap: Length of 12’-0”, widths to 24” manufactured to job requirements. True radii may be built to template.
   c. Coping Vertical Face and Back Leg: 2 ¼” to 12 ½” manufactured to job requirements.
   d. Concealed Splice Plates: 8” wide. Finish to match finish of coping cap with factory applied dual non-curing sealant strips.
   e. Anchor / Support Cleat: 20 gauge pre-punched galvanized cleat with stainless steel spring mechanically locked to cleat normally 12” wide at 4’-0” on center. Mechanically fastened as indicated and detailed.
   f. Fasteners: 1 ½” stainless steel with driver.
   g. Performance:
      1) 20-Year, 120 mph Wind Warranty
      2) Tested per ANSI / SPRI ES-1 Standard to comply with the California Building Code.

F. Continuous Cleats (where applicable): Continuous strips, same material and profile, minimum one gauge heavier of item which cleats attach.

G. Vent Hoods, Sleeves, Penetration Flashings, and Accessories: Minimum 24 gauge stainless steel, or as shown or directed otherwise.

H. Angle Termination Bar: Aluminum pressure bar 1/8 inch x one (1) inch.

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PART 3 EXECUTION

3.1 EXAMINATION

A. Verify substrates are smooth and clean to extent required to perform sheet metal work.

B. Verify roof openings, curbs, pipes, sleeves, ducts or vents through roof are solidly set in place.

C. Verify that reglets, nailers, cants, and blocking to receive sheet metal are in place and free of concrete and soil.

D. Do not start work until conditions are satisfactory.

3.2 PREPARATION

A. Field measure site conditions prior to fabrication work.

B. Install starter and edge strips and cleats before starting installation.

3.3 INSTALLATION

A. Install sheet metal with lines, arises, and angles sharp and true, and plane surfaces free from objectionable wave, warp, or buckle. Exposed edges of sheet metal shall be folded back to form 1/4 inch hem on concealed side from view. Finished work shall be free from water retention and leakage under all weather conditions. Pre-fabricated corners or transitions are required at changes in direction, elevation, or plane and at intersections. Locate field joints not less than 12 inches, nor more than three (3) feet from actual corner. Laps shall be one (1) inch, riveted and soldered at following locations:
1. pre-fabricated corners;
2. transitions;
3. changes in direction, elevation, and plane; and
4. at intersections.

B. Anchor units of work securely in place to prevent damage or distortion from wind or buckling. Provide for thermal expansion of metal units; conceal fasteners wherever possible; and set units true to line and level as indicated. Install work with laps, joints, and seams which are permanently watertight and weatherproof.

C. Install fabricated sheet metal items in accordance with manufacturer's installation instructions and recommendations and with SMACNA Architectural Sheet Metal Manual.
1. Ensure approved fasteners are used throughout the project.
2. Ensure fasteners are installed in manufacturer pre-punched holes on rails, extrusions, clips and cleats.
3. Ensure sufficient amount of water block is applied where appropriate to prevent leaking under rails/extrusions. **Contractor is responsible for remedying for total length of workmanship warranty if water block is not installed appropriately.**

D. Separations: Provide for separation of metal from dissimilar metal or corrosive substrates by coating concealed surfaces with zinc chromate, bituminous coating, or other permanent separation at locations of contact as recommended by manufacturer or fabricator. Do not use materials which are incompatible with roofing system.

E. Cleat: At exposed edges of perimeter edge, fascias, cap flashings, and where required, attach cleat with appropriate fasteners supplied by roof edge manufacturer. Install cleat so

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fascia extends a minimum of 1 inch below top of exterior wall finish.

F. Counterflashing:
1. Do not use surface mount counterflashing except as noted in drawings.
2. Set in through wall / saw-cut with receiver and spring lock counterflashing, as detailed in drawings and to NRCA roofing manual, SMACNA standards.
3. Coordinate installation of through-wall flashing with the masonry contractor.
4. Seal through-wall in conjunction with masonry wall waterproofing.
5. Install wind clips at 30 inches o.c. at all counterflashing over five (5) feet in length.

G. Sanitary Vent Stacks:
1. Prime top and bottom flanges of lead flashing sleeve. Set flange in uniform troweling of plastic roof cement. Prime top side of flange to receive strip-in membrane.
2. Fold lead sleeve down inside of pipe a minimum of one (1) inch. Apply a continuous bead of sealant on inside of pipe prior to folding lead sleeve.

3.4 CLEANING AND PROTECTION

A. Remove flux and residual acid immediately by neutralizing with baking soda and washing with clean water. Leave work clean of stains.

B. Remove scraps and debris and leave work area clean.

C. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes. Paint areas where finish is damaged on pre-finished metal by painting with a compatible paint in color to match undamaged finish.

D. Prime soldered area of phosphatized metal after cleaning to prevent rusting.

E. Paint metal flashings that have been soiled with bitumen with aluminized paint.

F. Clean other work damaged or soiled by Work of this Section.

G. Protect finished work from damage.

END OF SECTION 07 62 00

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SECTION 07 72 00 ROOF ACCESSORIES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

A. Drawings and Conditions of Contract, including General and Supplementary Conditions and Division 1 Administration Sections, apply to this Division.

1.2 INSTALLATION RESPONSIBILITY

A. In addition to the items normally a part of this Section, coordinate the installation of roof accessory curbs and pipe flashing and equipment supports that may be specified elsewhere.

B. See Summary of Work for Alternate #1 and Alternate #2 Descriptions.

C. Coordinate the work specified herein with the following Work:
1. Roofing
2. Roofing sheet metal
3. Mechanical equipment
4. Plumbing

1.3 SUBMITTALS

A. Product Data: For each type of roof accessory indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: Show fabrication and installation details for roof accessories. Show layouts of roof accessories including plans and elevations. Indicate dimensions, weights, loadings, required clearances, method of field assembly, and components. Include plans, elevations, sections, details, and attachments to other work.

C. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
1. Size and location of roof accessories specified in this Section.
2. Method of attaching roof accessories to roof or building structure.
3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Pack, handle, and ship roof accessories properly labeled in heavy-duty packaging to prevent damage.

1.5 WARRANTY

A. Warranty the Work specified herein for one (1) year against becoming unserviceable or causing an objectionable appearance resulting from either defective or nonconforming materials and workmanship.

B. Defects shall include, but not be limited to, the following:
1. Noticeable deterioration of finish
2. Leakage of water into the building or within the construction.

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C. Rooftop supports – 5 year limited warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Specifications are based on products of named manufacturers. Other manufacturers must have a minimum of five (5) years experience manufacturing products meeting or exceeding the specifications and comply with Division 1 requirements regarding substitutions to be considered.

2.2 PRE-FABRICATED ROOF CURBS

A. Frames:
   1. Material: ASTM A 653 G90 hot-dipped galvanized steel.
      e. Minimum 18 gauge, and as engineered by manufacturer.
      f. Minimum 18 gauge for curbs supporting HVAC units
      g. Minimum 20 gauge for expansion joint curbs.
   2. Corners: Mitered and welded (welds are micro sealed and prime painted after fabrication). Bolted connections not accepted.
   3. Base Plates: Integral to frame and welded.
   4. Internally reinforced with galvanized 1 inch by 1 inch by 12 gauge angles for curbs exceeding 3 foot length. Reinforce internal bulkhead at equipment curbs to support lateral loads.
   5. Wood Nailers: Factory installed, pressure treated. Size and width as suitable for support of items installed on curbs.

B. Insulation: Factory installed 1-1/2 inch thick three-pound density fiberglass insulation.

C. Curb Height: Minimum 10 inches above finished roof.

D. Construct curbs to match roof slope with plumb and level top surface for mounting mechanical equipment.

E. Gasketing: 1/4 inch thick, one (1) inch wide at roof top units.

F. Counterflashing: 24 gauge stainless steel

G. Counterflashing Cap: Stainless steel.

H. All insulated roof curbs shall be structural and shall include calculations signed and sealed by a registered Structural Engineer. Refer to installation drawings for any additional structural requirements. If curbs do not span a minimum of two joists, only two angles will be required. Coordination mechanical equipment weight loading on the roof with Structural Engineer.

I. Approved Manufacturers:
   1. Custom Curb, Inc.
   2. Roof Products, Inc.

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2.3 PIPE SUPPORTS

A. Gas Pipe Supports:
1. Lines less than 3” OD: (non-penetrating)
h. Provide strut and hanger type support with recycled plastics and carbon black for UV protection bases (10 inches x 16 inches x 3 inches; 6 lbs. each); Model Type 10-RAH-8 with strut, roller hanger and hold down clips for lines 2-1/2 inches and smaller
2. Lines 3” OD or larger: (non-penetrating)
a. Provide strut and hanger type support with recycled plastics and carbon black for UV protection bases (18 inches x 16 inches x 3 inches; 10 inches x 16 inches x 3 inches; minimum 6 lbs. each); Model Type Model 8H-CP (Miro) with hanger and roller chair
3. Approved Manufacturer:
b. Miro Industries, Inc.
c. Portable Pipe Hanger, Inc.
d. MAPA Products
e. Architectural approved equal

B. Electrical Conduit / Condensate Lines:
1. Lines less than 3” OD: (non-penetrating)
a. Provide strut type support with recycled plastics and carbon black for UV protection bases (10 inches x 16 inches x 3 inches; 6 lbs. each), Model Type 16-Base Strut-8
2. Lines 3” OD or larger: (non-penetrating)
a. Provide strut and hanger type support with recycled plastics and carbon black for UV protection bases (18 inches x 16 inches x 3 inches; 10 inches x 16 inches x 3 inches; minimum 6 lbs. each); Model Type Model 8H-CP (Miro) with hanger
3. Approved Manufacturer:
a. Miro Industries, Inc.
b. Portable Pipe Hanger, Inc.
c. MAPA Products
d. Architectural approved equal

C. Chill Water Lines/Freon line sets:
1. Lines less than 3” OD: (non-penetrating)
a. Provide strut and hanger type support with recycled plastics and carbon black for UV protection bases (10 inches x 16 inches x 3 inches; 6 lbs. each); Model Type 10-RAH-8 with strut, roller hanger and hold down clips for lines 2-1/2 inches and smaller,
2. Lines 3” OD or larger: (non-penetrating)
a. Provide strut and hanger type support with recycled plastics and carbon black for UV protection bases (18 inches x 16 inches x 3 inches; 10 inches x 16 inches x 3 inches; minimum 6 lbs. each); Model Type Model 8H-CP (Miro) with hanger and roller chair
3. Approved Manufacturer:
a. Miro Industries, Inc.
b. Portable Pipe Hanger, Inc.
c. MAPA Products
d. Architectural approved equal

2.4 SEISMIC SUPPORT CURB

A. Equipment / Gas lines / Electrical Conduit / Condensate Lines / Etc. positive connection to structure. Unistrut welded to two (2) 10 gauge bent plates equally spaced across 4x6 wood

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blocking/support curb. Plates set on neoprene isolation pad over galvanized metal cap of flashed into roof system as detailed on drawings and similar to outline of equipment support curb of NRCA guidelines.

2.5 ROOF-TO-ROOF EXPANSION JOINT

A. Stainless Steel expansion joint covers on new wood curbs, as detailed on drawings and outlined the NRCA and SMACNA manual.

2.6 RETROFIT ROOF DRAINS

A. Retrofit Roof Drains: “Hercules RetroDrain” as manufactured by OMG, Inc. or Architect approved equal.
   1. Size: To match existing roof drain sizes.
   2. Compliance:
      a. ANSI / SPRI RD-1.
      b. ULC / ORD-C790.4.
   3. Drain Body:
      a. Material: 1-piece, 11-gauge (0.125-inch) spun aluminum.
      b. Flange: 17-1/2-inch diameter.
   4. Drain Stem Length: 12 inches
   5. Flange Includes: Six (6) 2-1/2-inch-long aluminum studs.
   6. Sump Area: Depressed.

B. Strainer Dome:
   1. Material: Cast aluminum.
   2. Height: 7.25 inches.
   3. Outside Base Diameter: 9.77 inches.

C. Clamping Ring:
   1. Material: Cast aluminum.
   2. Gravel Stop Height: 1.2 inches.
   3. Drainage Slots: 18 V-shaped.
   4. Bosses: Six (6,) to accept studs on flange.

D. Backflow Seal:
   1. Compression Seal: Watertight, “U-Flow” mechanical seal.
   2. Material: Polyamide and EPDM rubber.
   3. Required for Activation: “U-Flow” screwdriver.

E. Hardware:
   1. Locknuts: Six (6), stainless steel, for studs.
   2. Screws: Three (3), stainless steel, to attach strainer to clamping ring.

F. Overflows:
   1. At overflow locations; provide overflow collar extension
   2. Constructed of PVC-clad spun aluminum

2.7 VISIBILITY TAPE SAFETY ZONE DEMARCATION

A. **Alternate #1** – Manufacturer-provided or acceptable, compatible 2” wide self-adhered safety tape for demarcation of a safe distance from roof perimeter edge where no parapet exists that meets minimum 18” code requirement.

B. **Alternate #2** – Manufacturer-provided or acceptable, compatible 4” wide PVC welded tape

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for demarcation of a safe distance form roof perimeter edge where no parapet exists that meets minimum 18” code requirement.

PART 3 EXECUTION

3.1 INSTALLATION

A. Seismic Support Curbs: Install support line for positive connection to structure of each (new and existing) gas line, electrical conduit, condensate line, mechanical ductwork, freon line sets, etc. running across new roof system.
   1. Spacing: Shall not exceed twenty (20) feet on center. Curb not to exceed twelve (12) inches from any change in direction or elevation. Along with any additional locations indicated on drawings.
   2. Piping containing liquid to be supported on roller accessories similar to specified for gasline pipe support. Install hold-down clips or guides to ensure piping to stay in contact with roller support or Unistrut.

B. Non-Penetrating pipe supports: Install roof accessory in accordance with manufacturer’s printed instructions and approved shop drawings.
   1. Spacing not to exceed six (6) feet on center between seismic support curbs. With in twelve (12) inches from any change in direction or elevation not support by seismic curb.
   2. Provide roof manufacturer protection pad below each support, tacked in place with approved mastic or adhesive.
   3. Install hold-down clips or guides to ensure piping maintains contact with roller support or Unistrut.

3.2 CLEANING

A. Clean exposed surfaces according to manufacturer's written instructions.

END OF SECTION 07 72 00

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SECTION 07 72 33 ROOF HATCH SLIDER

PART 1 GENERAL

1.1 SUMMARY

A. Work Included: Provide factory-fabricated ladder safety posts.

B. Related Sections:

1. Div 03 – Concrete- Cast-in- Place
2. Div 04 – Concrete- Unit Masonry
3. Div 05 – Metal- Structural Steel Framing

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product data.

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation instructions.

B. Shop Drawings: Provide shop drawings showing layout, profiles, and product components, including anchorage, hardware, and finishes. Include dimensional plans, applicable material specifications, elevations and sections detailing mounting and connections.

1. Contractor to provide manufacturer with field measurements and mounting structure prior to commencement of shop drawings.

C. Calculations: Upon signed finalization and approval of dimensions, mounting location material and configuration, and load requirements;

1. Submit calculations by a qualified engineer, to verify roof hatch's ability to withstand the design loading.

1.3 QUALITY ASSURANCE

A. Manufacturer: A minimum of 5 years experience manufacturing similar products. Must demonstrate compliance and certification of a Quality Management System administered by the International Organization for Standardization (ISO). Documentation of current certification status to be provided upon request.

B. Welder Qualifications: Welders Certified in accordance with American Welding Society Procedures for applicable material used in production of specified product.

C. Manufacturer's Quality System: Registered to ISO 9001 Quality Standards including in-house engineering for product design activities.

1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver products in manufacturer's original packaging. Store materials in a dry, protected, well-vented area. Inspect product upon receipt and report damaged material immediately to

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delivering carrier and note such damage on the carrier's freight bill of lading.

1.5 WARRANTY

A. Manufacturer's Warranty: Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of ten (10) years from the date of shipment. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Basis-of-Design Manufacturer: Model SRH Slidewise™, Fully assembled Sliding Roof Hatch including hatch frame, hatch panel, and hatch hardware by **PS Industries Inc.**, 1150 South 48th Street, Grand Forks, ND 58201, 1-877-446-1519, Web: www.psindustries.com. Comply with the following:

2.2 EQUIPMENT

A. The Slidewise™ is a low profile, corrosion resistant aluminum hatch for ladder access to roofs. Unlike traditional tip-up hatches, the Slidewise™ Roof Hatch opens horizontally, eliminated the effect of wind. It provides a safer access point for personnel and reduces maintenance cost from wind damage.

Model/Opening Size Dimensions:

SRH MODEL #	OPENING SIZE DIMS		SHIPPING WEIGHT
	WIDTH	LENGTH	
SRH-3030A	30”	30”	114 lbs.
SRH-3630A	36”	30”	120 lbs.
SRH-3636A	36”	36”	131 lbs.

2.3 MATERIALS

A. A. Hatch Panel: Nominal 2” thickness, fabricated from an internal welded aluminum framework. Sheeting to be aluminum, factory bonded in place. Integrated, full length pull handle, interior and exterior. Panel to be constructed as one (1) piece.

B. B. Hatch Panel Insulation: Rigid polystyrene between internal framing members, full depth of panel cavity. Nominal R-Value = 10.

C. C. Track and Frame: Unitized track mounting frame. Hatch operates on four (4) aluminum rollers with double sealed stainless steel ball bearings.

D. Weatherseals to be compressible rubber type, full perimeter, and field replaceable.

1. Material: UV Resistant EPDM bulb seal.

E. Lock/Latch: Deadbolt, keyed exterior and keyed interior. Provided with small format construction core.

F. Hardware/Fasteners: Corrosion resistant, Stainless Steel type 18-8.

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G. Finish: All exposed surfaces to be mill finish aluminum, no paint applied.

H. Options:

1. Curb: Four-sided 16-gauge formed galvannealed steel, 12” in height. Curb to have formed flange for securing to roof structure. Insulation shall be 1” fiberboard, Nominal R-Value = 5.
2. OSHA Compliant Safety Railing System: Four-sided railing system providing permanent protection for guarding roof hatch opening. Includes self-closing safety gate at entry, to ensure no openings are left unprotected, and integrated horizontal grab bars.
3. Deadbolt: Keyed exterior with interior thumb turn. Provided with small format construction core.

I. Placards: Factory mounted, danger labels with graphic fall hazard symbols.

J. Labeling: Factory mounted, decal labels for product identification.

2.4 FABRICATION

A. Fit and factory assemble items in largest practical sections, for shipment to site.

B. Fabricate items with joints tightly fitted and secured.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until mounting substrates have been properly prepared.

B. If substrate preparation is the responsibility of another subcontractor, notify Architect of uncompleted preparation before proceeding.

C. Inspect opening for compliance with manufacturer requirements. Verify open conditions are within required tolerances

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's installation instructions, "Approved for Construction" drawings, shipping, handling, and storage instructions, and product carton instructions for installation.

B. Product must be installed level, square, plumb, and rigid.

C. Tolerances: All dimensional requirements must be in accordance with manufacturer's installation instructions and "Approved for Construction" drawings.

D. Verify all anchorage is in accordance with manufacturer's installation instructions and applicable data sheets.

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E. Inspect weatherseal for damage, wear, and adhesion. Replace compromised weatherseals immediately.

3.4 FIELD QUALITY CONTROL

A. Field Testing:

1. Installer to operate and field verified products including the sealing surfaces to assure that they maintain contact at the correct sealing points.
2. Installer to verify that rollers and locking assemblies operate freely and correctly.

3.5 CLEANING

A. Touch-up, repair or replace damaged products or components before Substantial Completion.

B. Clean all sealing surfaces.

3.6 PROTECTION

A. Protect installed products until completion of project.

END OF SECTION 07 72 33

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SECTION 07 92 00 JOINT SEALANTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements including but not limited to:
1. Control and expansion joints on exposed interior and exterior surfaces.
2. Perimeter joints between wall surfaces and frames of interior and exterior doors and openings.
3. Joints between plumbing fixtures and adjoining walls, floors, and counters.
4. Joints indicated or as necessary.
5. Accessories necessary for a complete installation.

B. Related Sections:
1. Section 06 10 00: Selective Demolition.
2. Section 07 62 00: Roof Related Sheet Metal.
3. Section 07 72 00: Roof Accessories.
4. Section 09 90 00: Painting and Coating.

1.3 SUBMITTALS

A. Product Data:
1. Technical data for each joint sealant product. Data to indicate elasticity and durability of each joint sealant product. Submit written certification from manufacturers of sealants attesting products are suitable for use indicated, verified through in-house testing laboratory:
   c. Written certification from manufacturers of joint sealants attesting that products comply with specification requirements and suitable for use indicated verified through manufacturers testing laboratory within the past 36 months or since most recent reformulation, whichever is most recent:
      1) Complete instructions for handling, storage, mixing, priming, installation, curing, and protection of each type of sealant.
      2) Manufacturer's letter, clearly indicating proposed lot numbers of each sealant supplied and expiration date sequence.
2. VOC data: Submit manufacturer’s product data for sealants. Indicate VOC limits of the product. Submit MSDS highlighting VOC limits.
3. Submit environmental data in accordance with Table 1 of ASTM E2129 for products provided under work of this Section.

B. Samples:
1. Provide color samples from full manufacturer’s full range for each type of sealant specified for Architect’s review.

C. Certificates and Reports:
1. Product Certificates: Manufacturer's product certificate for each kind of joint sealant and accessory.
2. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.

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3. Product test reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
4. Preconstruction compatibility and adhesion test reports:
   a. From sealant manufacturer, indicating the following:
      1) Materials forming joint substrates and sealant backings have been tested for compatibility and adhesion with sealants.
      2) Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
5. Preconstruction field adhesion test reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified.
6. Field adhesion test reports: For each sealant application tested.

1.4 QUALITY ASSURANCE

A. Installer Qualifications:
   1. Firm having minimum five (5) years' documented experience and specializes in the installation of sealants:
      b. Exposed sealant work (sealants used for air and weather-seals external at perimeter, metal panel to panel joints) shall be performed by a single (i.e. one) firm specializing in the installation of sealants who has successfully produced work comparable to Project.
      c. Concealed sealant work (sealants that are internal to skylights and providing an air seal) shall be the responsibility of the subcontractor providing erection of the respective system.

B. Source Limitations: Obtain each type of joint sealant from a single manufacturer.

C. Product Testing:
   1. Test joint sealants using a qualified testing agency:
      d. Testing agency qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.
      e. Test according to SWRI Sealant Validation Program for compliance with requirements specified by reference to ASTM C920 for adhesion and cohesion under cyclic movement, adhesion in peel, and indentation hardness.

D. Environmental Requirements:
   1. Toxicity/IEQ:
      f. Comply with applicable regulations regarding toxic and hazardous materials:
         1) VOC content of interior sealants - sealants and sealant primers complying with limits for VOC content for SCAQMD when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
            a) Sealants: 250 g/L.
            b) Sealant primers for nonporous substrates: 250 g/L.
            c) Sealant primers for porous substrates: 775 g/L.
      g. Sealants containing aromatic solvents, fibrous talc, formaldehyde, halogenated solvents, mercury, lead, cadmium, chromium and their compounds, are not permitted.

1.5 WARRANTY

A. Written warranty, signed by installer agreeing to repair or replace elastomeric joint sealant work that has failed to provide a weathertight system within specified warranty period:
   1. Warranty period: Five (5) years from date of Substantial Completion.

B. Written warranties (weather-seal and stain resistance), signed by sealant manufacturer

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agreeing to furnish joint sealants to repair or replace those that fail to provide airtight and watertight joints, or fail in adhesion, cohesion, abrasion resistance, stain resistance, weather resistance, durability, or appear to deteriorate in manner not specified in the manufacturer's data as an inherent quality of the material within specified warranty period:

1. Warranty period: Five (5) years from date of Substantial Completion.

C. Warranties specified exclude deterioration or failure of sealants from:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturer’s written instructions to prevent deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

PART 2 PRODUCTS

2.1 MATERIALS

A. Compatibility: Provide joint sealants, backings, and related materials compatible with one another and with joint substrates under conditions of service and application, as stated by sealant manufacturer’s published data, and as substantiated by the manufacturer for each application through testing.

B. Liquid Applied Sealants: Comply with ASTM C920 and requirements indicated for each liquid applied sealant specified, including those referencing ASTM C920 classifications for type, grade, class, and uses related to exposure and joint substrates.

C. Stain Test Response Characteristics: For sealants in contact with porous substrates, provide nonstaining products that have undergone testing according to ASTM C1248 and do not stain porous joint substrates.

D. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

E. Colors: For fully concealed joints, provide standard color of sealant that has the best overall performance characteristics for the application shown. For exposed joints, submit color samples to Architect for approval, from manufacturer’s full line of standard colors.

F. Manufacturer’s Representative: Use sealant produced by manufacturer who agrees to send a qualified technical representative to site upon request for the purpose of rendering advice concerning the recommended installation of manufacturer’s materials.

G. Sealants: Self-leveling compounds for horizontal joints in pavements and non-sag compounds elsewhere except as shown or specified.

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H. Silicone Sealant:
1. Comply with ASTM C920, Type M, Grade NS, Class 25; use NT, M, A and O:
h. Use: Typical joints between masonry, metals, glass, and plastics (two-part silicone sealants).
i. Properties:
1) Performance: Non-stain, non-bleed, non-streaking to sealed and adjacent substrates. The minimum PLI-value after seven (7) day immersion shall not be less than 13 when tested in strict accordance with ASTM C794 Adhesion and Peel.
2) Cure system and oil content: Neutral cure system specifically manufactured with controlled oil content to eliminate oil migration into sealed substrates and residue rundown over and onto adjacent substrates.
j. Product and manufacturer: **Dow Corning; 756 Silicone Building Sealant - HP with Additive**.

I. Silicone Sealant:
1. ASTM C920, Type S, Grade NS, Class 50, for Use NT:
k. Use: Typical joints between masonry, metals, glass, and plastics (single component sealants).
l. Properties:
1) Performance: Non-stain, non-bleed, non-streaking to sealed and adjacent substrates.
2) Cure system and oil content: Neutral cure system specifically manufactured with controlled oil content to eliminate oil migration into sealed substrates and residue rundown over and onto adjacent substrates.
m. Product and manufacturer:
3) **BASF Building Systems**; Omniseal 50.
4) **Dow Corning Corporation**; 756 SMS, 791, 795, 995 as applicable.
5) **GE Advanced Materials**, Silicones; SilGlaze II SCS2800, SilPruf NB SCS9000, SilPruf SCS2000, or UltraPruf II SCS2900 as applicable.
6) **Pecora Corporation**, as applicable.
7) **Sika Corporation**, Construction Products Division; SikaSil-C995.
8) Comparable product.

J. Polyurethane Sealants:
1. ASTM C920, Type M, Grade NS, Class 25; use NT, M, A and O:
n. Use: Typical Wall and floor joints (two-part polyurethane sealants). Use at concrete joints.
o. Properties:
1) Performance: Non-stain, non-bleed, non-streaking to sealed and adjacent substrates.
p. Products and manufacturers:
2) **BASF Building Systems**; Sonolastic NP-2.
3) **Pecora Corporation**; Dynatred.
4) **Sika Corporation**, Construction Products Division; Sikaflex 2c NS or Sikaflex 2c NS TG as applicable.
5) Comparable product.

K. Two-Part Polyurethane Sealants:
1. ASTM C920, Type M, Grade NS, Class 50; use NT, M, A and O:
q. Use: Typical Wall and floor joints (two-part polyurethane sealants).
r. Properties:
1) Performance: Non-stain, non-bleed, non-streaking to sealed and adjacent substrates. The minimum PLI-value after seven (7) day immersion shall not be less than 13 when tested in strict accordance with ASTM C794 Adhesion

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in Peel.

s. Products and manufacturers:
   2) **BASF Construction Chemicals**; NP 2.
   3) **Pecora Corporation**, as applicable.
   4) **Schnee-Morehead, Inc.**; Permathane SM 7200.
   5) **Sika Corporation, Inc.**; Sikaflex - 2c NS TG.
   6) Comparable product.

L. Mildew Resistant Silicone Sealant:
1. ASTM C920, Type S, Grade NS, Class 25, Use NT, Substrate uses G, A, and O; and containing fungicide for mildew resistance; acid curing:
   t. Use: One-part mildew-resistant silicone, formulated with fungicide for sealing interior joints of nonporous substrates around ceramic tile, plumbing fixtures, and showers.
   u. Products - provide one of the following:
      1) **BASF Building Systems**; Omniplus.
      2) **Dow Corning**; 786 Mildew Resistant Silicone Sealant.
      3) **GE Silicones**; Sanitary SCS 1700.
      4) **Pecora Corporation**, as applicable.
      5) **Sika Corporation, Inc.**, as applicable.
      6) Comparable product.

M. Latex Sealant:
1. Non-elastomeric, one-part, non-sag, paintable latex sealant that is recommended for exposed applications on the interior. Complying with ASTM C834, Type OP (opaque sealants):
   v. Products are subject to compliance with requirements; provide one of the following:
      1) **BASF**; Sonolastic Sonolac.
      2) **Pecora Corporation**; AC-20 + Silicone.
      3) **Sika Corporation, Inc.**, as applicable.
      4) Comparable product.

N. Acoustical Joint Sealant:
1. Non-sag, paintable, non-staining latex sealant complying with ASTM C834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E90:
   w. Products are subject to compliance with requirements; provide one of the following:
      1) **BASF**, as applicable.
      2) **Pecora Corporation**; AC-20 FTR or AIS-919.
      3) **Sika Corporation, Inc.**, as applicable.
      4) **USG Corporation**; SHEETROCK Acoustical Sealant.
      5) Comparable product.

O. Sealant Backing:
1. Provide sealant backings that are non-staining, compatible with joint substrates, sealants, primers, and joint fillers, and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing:
   a. Cylindrical sealant backings: Preformed, compressible, resilient, non-staining, non-waxing, non-extruding backings of flexible plastic foam complying with ASTM C1330, and of type indicated below. Select shape and density of cylindrical sealant backings in consultation with the manufacturer for proper performance in specific condition of use in each case.
   b. Type C - closed cell polyethylene foam material with surface skin, nonabsorbent to liquid water and gas, non-outgassing in unruptured state; provide one of the following:

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1) **BASF**, as applicable.
2) **HBR Closed Cell Backer Rod**; Nomaco, Inc.
3) **Pecora Corporation**, as applicable.
4) **Sonolastic Closed-Cell Backer-Rod**; BASF Construction Chemicals.
5) Comparable product.

P. Window Glazing:
1. Product Description: Ready to use glazing compound that may be used for face glazing wood or metal sash on existing windows. It is a knife-grade consistency allows for smooth, easy applications. Stick tightly to glass and sash and resists sagging, shrinking and cracking. Follow manufacturers suggested uses.
2. This product is NOT to be used on plastic windowpanes, porcelainized steel insulating panels or any insulated glass units with organic seals, stained or leaded glass. Any window pain over 48 inches in any direction.
3. Listed manufacturer:
   a. **Dap 33 Glazing compound**.
   b. Approved equal.

Q. Miscellaneous Materials:
1. Primer: Material recommended, as verified through compatibility and adhesion testing, by joint sealant manufacturer for the substrates indicated to be sealed.
2. Cleaners for nonporous surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way and formulated to promote optimum adhesion of sealants with joint substrates.
3. Masking tape: Non-staining, non-absorbent material compatible with joint sealants and that will not stain nor mar the finish of surface adjacent to joints to which it is applied.
4. Cork joint filler: Resilient and non-extruding, ASTM D1752, Type II.
5. Bond breaker tape: Polyethylene, TFE fluorocarbon, or plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

PART 3 EXECUTION

3.1 PROJECT CONDITIONS

A. Environmental Limitations:
1. Do not proceed with installation of joint sealants under the following conditions:
   a. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 degrees F (4.4 degrees C).
   b. When joint substrates are wet. Should joints or backing materials become wet, remove and replace backing material with new.

B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.

C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

3.2 EXAMINATION

A. Examine joints indicated to receive joint sealants for compliance with requirements for joint configuration, installation tolerances, and conditions affecting sealant performance. Proceed with installation after unsatisfactory conditions have been corrected.

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3.3 PREPARATION

A. Surface Cleaning of Joints:
   1. Clean out joints immediately before installing joint sealants to comply with the recommendations of joint sealant manufacturer and requirements:
      a. Remove foreign material from joint substrates interfering with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), existing joint sealants, oil, grease, water, surface dirt, and frost.
      b. Clean concrete, masonry, unglazed surfaces of tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil free compressed air.
      c. Remove laitance and form-release agents from concrete.
      d. Clean metal, glass, porcelain enamel, glazed surfaces of tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming (Elastomeric Sealants Only): Prime joint substrates where recommended in writing by joint sealant manufacturer, based on prior testing and experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.4 INSTALLATION

A. Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants applicable to materials, applications, and conditions indicated.

C. Sealant Backings:
   1. Install sealant backings to support sealants during application and at position necessary to produce cross sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability:
      a. Do not leave gaps between ends of sealant backings. Trim for tight fit around obstructions or elements penetrating the joint.
      b. Do not stretch, twist, puncture, or tear sealant backings.
      c. Remove absorbent sealant backings that become wet before sealant application and replace with dry sealant backings.
      d. Install bond breaker tape behind sealants where backings are not used between sealants and back of joints.

D. Weeps and Vents: Install weeps and vents into joints at the same time sealants are being installed. Locate weeps and vents spaced recommended by sealant manufacturer and the window and curtain wall fabricator and erector. Do not install weeps and vents at outside building corners. Do not install vents at horizontal joints immediately below shelf angles, sills, and through wall flashings.

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E. Sealants:
1. Install sealants by proven techniques resulting in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at same time sealant backings are installed:
   a. Apply sealants in depth in accordance with manufacturer's recommendations and recommended general proportions and limitations.
   b. Apply elastomeric sealants, in joints not subject to traffic or abrasion, to a depth equal to 50 percent of the joint width, but not less than 1/4 inch (6 mm) and not more than 1/2 inch (13 mm).
   c. Apply non-elastomeric sealants to a depth approximately equal to the joint width.

F. Tooling of Non-Sag Sealants:
1. Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform, beads to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces. Tool exposed surfaces of sealants to the profile shown, or if none is shown, tool slightly concave:
   a. Use masking tape to protect adjacent surfaces of recessed tooled joints.
   b. Provide a slight wash on horizontal joints where horizontal and vertical surfaces meet.
   c. Against rough surfaces or in joints of uneven widths avoid the appearance of excess sealant or compound by locating the compound or sealant well back into joint wherever possible.

G. Installation of Preformed Silicone Sealant System:
1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
2. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone sealant system manufacturer's written instructions and covering a bonding area of not less than 3/8 inch (10 mm). Hold edge of sealant bead 1/4 inch (6 mm) inside masking tape.
3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
4. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.

H. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping. Do not pull or stretch material. Produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures, apply heat to sealant in compliance with sealant manufacturer's written instructions.

3.5 FIELD QUALITY CONTROL

A. Field Adhesion Testing:
1. Field test exterior wall joint sealant adhesion to joint substrates:
   a. Extent of testing - test completed and cured sealant joints:
      1) Perform ten (10) tests for the first 1,000 feet (300 m) of joint length for each kind of sealant and joint substrate.
      2) Perform one (1) test for each 1,000 feet (300 m) of joint length thereafter or one (1) test per each floor per elevation.
2. Test method: Test joint sealants according to Method A, Field Applied Sealant Joint

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Hand Pull Tab, in Appendix X1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect tested joints and report on the following:
   b. Whether sealants filled joint cavities and are free of voids.
   c. Whether sealant dimensions and configurations comply with specified requirements.
   d. Whether sealants in joints connected to pulled out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer field adhesion hand pull test criteria.
4. Record test results in a field adhesion test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure original sealant surfaces are clean and new sealant contacts original sealant.

B. Evaluation of Field Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.6 SITE ENVIRONMENTAL PROCEDURES

A. Indoor Air Quality: Provide temporary ventilation during work. Coordinate interior application of sealants with interior finishes schedule.

3.7 CLEANING AND PROTECTION

A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

B. Protect joint sealants during and after curing from contact with contaminating substances and from damage so sealants are without deterioration or damage at time of Substantial Completion. If, despite protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 07 92 00

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SECTION 09 90 00 PAINTING AND COATING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements including but not limited to:
   1. Surface preparation and field painting of exposed items and surfaces.
   2. Field preparation and painting of factory primed metal products and fabrications.
   3. Accessories necessary for a complete installation

1.3 DEFINITIONS

A. Standard coating terms defined in ASTM D16 apply:
   1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
   2. Eggshell refers to low sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
   3. Satin refers to a slightly higher sheen than eggshell and more reflective and durable finish and is less lustrous than semi-gloss.
   4. Semigloss refers to medium sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
   5. Full gloss refers to high sheen finish with a gloss range more than 70 when measured at a 60-degree meter

1.4 SUBMITTALS

A. Product Data:
   1. Submit technical data and information for block fillers, primers, paints, and coatings, including label analysis and instructions for handling, storing, and applying each coating material proposed for use:
      e. Indicate manufacturer's instructions for special surface preparation procedures, substrate conditions requiring special attention.
      f. Material List: Provide inclusive list of required coating materials. Indicate each material and cross reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number, series, and general classification.
      g. Submit Zero VOC compliant products only.

B. Samples:
   1. Submit for each type of paint system and in each color and gloss of topcoat:
      a. Provide stepped samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
      b. Provide list of material and application for each coat of each sample. Label each sample as to location and application.
      c. Submit samples on following substrates for review of color and texture only:
         1) Concrete: Provide two 4-inch square samples for each color and finish.
         2) Concrete Masonry: Provide two 4" x 8" samples of masonry, with mortar

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joint in the center, for each finish and color.

3) Painted Wood: Provide two 12-inch square samples of each color and material on hardboard.
4) Ferrous and Nonferrous Metals: Provide two 4-inch square samples of flat metal and two 8-inch-long samples of solid metal for each color and finish.

C. Product List: Submit list of including each paint system, color, and location of application. Use same product and location designations indicated in Finish Schedule.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements:
1. Comply with Federal and local toxicity and air quality regulations and with Federal requirements on content of for heavy metals including but not limited to: lead and mercury. Do not use solvents in paint products that contribute to air pollution.
2. Performance and Durability:
d. ASTM D16 Standard Test Method for Load Testing Refractory Shapes at High Temperatures.
e. ASTM D2486 Standard Test Method for Scrub Resistance of Interior Wall Paint.
f. ASTM D2805 Standard Test Method for Hiding Power of Paints by Reflectometry.
g. ASTM D4828 Standard Test Method for Practical Washability of Organic Coatings.

B. Applicator Qualifications: A firm or individual having minimum 5 years documented experience in applying paints and coatings similar in material, design, and extent to those indicated.

C. Source Limitations: Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.

1.6 WARRANTY

A. Written warranty signed by the manufacturer and the installer in which the manufacture and installer agree to repair or replace paint and primers that fail within specified warranty period:
1. Failures include, but are not limited to, the following:
h. Flaking or delamination of paint with the substrate.
i. Rust, scale, similar imperfections due to improper surface preparation.
j. Thinning or watering of paint beyond that considered acceptable of paint manufacturer.
k. Failure to achieve dry film thickness (DFT) recommended by manufacturer for each coat in a paint system.
l. Deterioration or loss of color of paint beyond normal weathering.
2. Warranty Period: One year from date of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F (7 degrees C):
1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

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PART 2 PRODUCTS

2.1 MATERIALS

A. Subject to compliance with requirements, provide first quality, 100% acrylic, commercial or industrial products of one of the specified manufacturers. Residential products are not permitted:
   1. Proprietary Names:
      a. Paint Schedule is based on a single manufacturer for convenience. Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that named products are required to the exclusion of comparable products of specified manufacturers. Furnish product technical data, including per cent solids by weight and volume; VOC content limits and emissions data; and certificates of performance for comparable paint products of specified manufacturer.
   2. Acceptable Paint Manufacturers:
      b. Sherwin-Williams Co.
      c. Vista Paint.
      d. Benjamin Moore & Co.
      e. Dunn Edwards.
      f. Dulux; Theater Black.

B. Material Compatibility: Provide each paint system including block fillers, primers, and finish coats, that are compatible with one another and with substrates indicated under conditions of service and application, demonstrated by manufacturer based on testing and field experience.

C. Material Quality: Provide manufacturer's best quality commercial paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint material containers not displaying manufacturer's product identification will not be acceptable. Residential quality paint products are not permitted.

D. Chemical Components of Interior Paints and Coatings:
   1. Provide products complying with limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and SCAQMD Rule1113:
      a. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
      b. Restricted Components: Paints and coatings shall not contain components restricted by the EPA and the SCAQMD.

E. Accessories: Materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

F. Patching Materials: Latex filler compatible with paint systems.

G. Fastener Head Cover Materials: Latex filler.

H. Theater Black: No Exceptions or alternates.

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2.2 SOURCE QUALITY CONTROL

A. Testing of Paint Materials:
   1. Owner reserves the right to invoke to engage the services of a qualified testing agency to sample paint materials:
      a. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to site, samples may be taken at the site. Samples will be identified, sealed, and certified by testing agency.
      b. Testing agency will perform tests for compliance with product requirements.
      c. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 EXECUTION

3.1 FIELD CONDITIONS

A. Apply waterborne paints when temperatures of surfaces to be painted and surrounding air are between 50 degrees F and 90 degrees F (10 degrees and 32 degrees C).

B. Do not thin or add water to water-based paints, including water-based alkyds.

C. Weather Conditions:
   1. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
   2. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 degrees F (3 degrees C) above dew point; or to damp or wet surfaces.
   3. Minimum Application Temperatures for Water based Paints: Between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C).

D. Apply solvent thinned paints when temperatures of surfaces to be painted and surrounding air are between 45 degrees F. and 95 degrees F (7 degrees F and 35 degrees C):
   1. Minimum Application Temperature for Varnish Finishes: 65 degrees F (18 degrees C) for interior or exterior, unless required otherwise by manufacturer's instructions.
   2. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

E. Provide lighting level of 80-foot candles (860lx) measured mid-height at substrate surface.

F. Labels: Do not paint over Underwriters Laboratories, Factory Mutual, other code required labels, or equipment name, identification, performance rating, or nomenclature plates.

3.2 EXTRA MATERIALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents:
   1. Paint: 2 percent, but not less than 1 gallon (3.8 L) of each material and color applied.

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3.3 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for maximum moisture content and conditions affecting performance of the work.

B. Test substrates after repairing and cleaning substrates but prior to application of paint and coatings:
   1. Maximum moisture content of substrates, when measured with an electronic moisture meter as follows:
      d. Concrete: 12 percent.
      e. Fiber Cement Board: 12 percent.
      f. Masonry (Clay and CMUs): 12 percent.
      g. Wood: 15 percent.
      h. Gypsum Board: 12 percent.
      i. Plaster: 12 percent.
   2. Test cementitious and plaster cement/stucco for alkalinity (pH).

C. Gypsum Board Substrates: Verify taped joints are tapes and finishing compound is sanded smooth.

D. Plaster Substrates: Verify plaster has fully cured. Verify existing plaster is in good condition and can receive new paint coating.

E. Spray Textured Ceiling Substrates: Verify surfaces are dry.

F. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
   1. Verify previously painted surfaces can be stripped to bare substrate, repaired if necessary, and prepared to receive new paint system consisting of primer and two top coats at a minimum:
      j. Where previously painted surfaces have failed to accept new paint systems. Determined cause of failure and take corrective measures to ensure each surface accepts new paint system. Failure of new paint system is not permitted.

G. Commence paint and coating application after correcting unsatisfactory conditions and surfaces are dry. Application of coating indicates applicator’s acceptance of surfaces and conditions.

3.4 PREPARATION

A. Coordination of Work:
   1. Review work in which primers are provided to ensure compatibility of the total system for various substrates. Notify Architect of anticipated problems when using materials specified over substrates primed by others:
      a. Preprimed Substrates: Inspect existing conditions in which primers are factory applied to ensure compatibility of the total system for each substrate. Notify Architect of anticipated problems when using the materials specified over factory primed or preprimed substrates.
      b. Existing Painted Surfaces: Inspect previously painted surfaces to ensure compatibility of the existing paints with new paint system for each substrate. Notify Architect of anticipated problems.
      c. Correct defects and clean surfaces affecting bond with paint system. Remove existing paints exhibiting loose surface defects showing signs of rust, scale, or delamination.
      d. Seal marks which may bleed through surface finishes.

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B. Surface Preparation:
   1. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified. Provide barrier coats over incompatible primers or remove and reprime. If removal is impractical or impossible because of size or weight of item, provide surface applied protection before surface preparation and painting:
      a. Remove hardware and hardware accessories, plates, lighting fixtures, and similar items that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface applied protection before surface preparation and painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
      b. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface applied protection if any.
      c. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
      d. Clean and prepare surfaces to receive paint according to manufacturer's written instructions for each substrate condition and as specified. Provide barrier coats over incompatible primers, existing paint or coating, or remove and reprime.
      e. Correct defects and clean surfaces affecting bond with paint or coating system. Remove existing coatings exhibiting loose surface defects. Seal marks which may bleed through surface finishes.

C. Cleaning:
   1. Before applying paint or surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning. Schedule cleaning and painting so dust and contaminants from the cleaning process will not fall on wet, newly painted surfaces:
      a. Remove incompatible primers, including factory applied primers, and reprime substrate with compatible primers or apply barrier coat as necessary to produce paint systems indicated.
      b. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
      c. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
      d. Galvanized Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
      e. Aluminum Substrates: Remove surface oxidation.

D. Mildew and Mold Removal: Remove mildew and mold by high power washing (pressure range of 1500 to 4000 psi) with solution of trisodium phosphate and bleach. If substrate is too soft for high power washing, scrub substrate with solution. Rinse with clean water and allow surface to dry.

E. Protective Coverings: Provide protections for duration of the work, including covering furnishings and decorative items. Protect and mask adjacent finishes and components against damage, marking, overpainting, and injury. Clean and repair or replace damage caused by painting.

F. Renovated Surfaces:
   1. Clean surface free of loose dirt and dust. Except at gypsum board surfaces, remove existing paint and coatings to bare substrate and prepare substrates to receive new paint system. Test substrate to verify it will bond with primer and receive new paint system without failure. If test fails, clean surface to base substrate and apply barrier coat. Retest to verify surface will accept new paint system:

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a. Remove surface film preventing proper adhesion and bond.
b. Wash glossy paint with a solution of sal soda and rinse thoroughly.
c. Remove loose, blistered, and defective paint and varnish; smooth edges with sandpaper.
d. Clean corroded iron and steel surfaces.
e. Repair and blend into Portland cement plaster.
f. Prime bare surfaces.
g. Tone varnished surfaces with stain bringing to uniform color.
h. If existing surfaces cannot be put in acceptable condition for finishing by customary cleaning, sanding, and puttying operations, notify Owner and do not proceed until correcting unsatisfactory conditions.

G. Cementitious Substrates:
1. Prepare concrete surfaces to receive paint. Remove efflorescence, chalk, dust, dirt, grease, oils, release agents, mold, mildew, and existing paint. Roughen as necessary to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation:
a. Use abrasive blast cleaning methods if recommended by paint manufacturer.
b. Do not paint surfaces if moisture content or alkalinity of surfaces exceeds that permitted in manufacturer's written instructions:
1) Determine alkalinity and moisture content of surfaces by performing appropriate pH testing. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct condition prior to application of paint.
2) Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with installation after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m).
3) Relative Humidity Test: Using in situ probes, ASTM F2170. Proceed with installation after substrates have obtained percent relative humidity level recommended by paint manufacturer.
4) Perform additional moisture tests when recommended by manufacturer. Proceed with installation when moisture content complies with that permitted in manufacturer's written instructions.
5) Remove stains caused by weathering of corroding metals with solution of sodium metasilicate after thoroughly wetting with water. Allow to thoroughly dry.
c. Clean concrete floors to receive paint or coating with a 5 percent solution of muriatic acid or etching cleaner. Flush floors with clean water to remove acid; neutralize with ammonia, rinse, allow to dry; vacuum before painting.

H. Ferrous Metals:
1. Clean ungalvanized ferrous metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC recommendations:
a. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC SP6/NACE No. 3.
b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.

I. Galvanized Ferrous Metal Substrates: Clean galvanized surfaces with nonpetroleum based solvents leaving surface free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

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J. Shop Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC PA1 for touching up shop primed surfaces.

K. Aluminum Substrates: Clean surfaces to remove oil, grease, surface oxidation, and contaminants in accordance with SSPC SP1 Solvent Cleaning. Lightly abrade surface with a nonmetallic pad.

L. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

M. Plaster/Stucco Substrates:
1. Remove contaminants, release agents, curing compounds, efflorescence, chalk, mold, mildew, and similar deterrents. Spot patch existing plaster to eliminate blisters, buckles, excessive crazing, and to check cracking, dryouts, efflorescence, sweat outs, and similar deflects the prevent plaster from bonding with paint or coatings. Sand or texture repair or patch to match adjacent finish and to remove trowel marks and arises: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
   a. Deep Cracks: Clean out and fill deep cracks with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
   b. Do not paint surfaces if moisture content or alkalinity of surfaces exceeds that permitted in manufacturer's written instructions. Test for alkali using litmus paper.
   c. Allow patching and repair compounds to set and cure before painting.

N. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.

O. Wood Substrates:
1. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
2. Sand surfaces that will be exposed to view and dust off.
3. Prime, stain, or seal wood to be painted. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
4. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
5. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

P. Pipe Covering and Insulation: Clean to remove loose, foreign, and objectionable material before applying sealing coat.

Q. Preparation of Substrates for Wallcovering:
1. Prime and seal substrate with release coat in accordance with wallcovering manufacturer's recommendations for substrate:
   a. Assure compatibility with product of wall covering manufacturer.
   b. Fill indentations in substrate and prime with opaque white primer before applying release coat.
   c. Apply release coat in accordance with manufacturer's recommendations.

R. Barrier Coat: Provide barrier coats over incompatible primers or remove and reprime. Notify Owner in writing of anticipated problems using specified finish coat material over previously coated substrates.

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S. Material Preparation:
1. Mix and prepare paint materials according to manufacturer's written instructions:
   a. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
   b. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
   c. Do not use thinners for water-based paints.
   d. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.5 APPLICATION

A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated:
1. The term *exposed surfaces* includes areas visible when permanent or built in fixtures, grilles, convector covers, covers for finned tube radiation, and similar components are in place. Extend coatings in these areas to maintain system integrity and provide desired protection.
2. Use applicators and techniques suited for paint and substrate indicated.
3. Provide finish coats compatible with primers.
4. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
5. Paint exposed surfaces (top, bottom, sides, edges, underneath). If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces:
   e. Field painting of exposed surfaces include bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron supports, and surfaces of mechanical and electrical equipment that do not have a factory applied final finish.
   f. Areas visible when permanent or built in fixtures, grilles, convector covers, covers for finned tube radiation, and similar components are in place.
   g. Extend coatings in areas, as required, to maintain system integrity and provide desired protection.
6. Paint interior surfaces of ducts with a flat, non-specular black paint where visible through registers or grilles.
7. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
8. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
9. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
10. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or surface imperfections. Cut in sharp lines and color breaks.
11. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
12. Provide finish coats compatible with primers used.
13. Sand lightly between each succeeding enamel or varnish coat.

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B. Items not to Receive Paint: Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

C. Applicators:
1. Apply paints and coatings by brush, roller, spray, or applicators recommended by manufacturer:
   a. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
   b. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool recommended by manufacturer for material and texture required.
   c. Spray Equipment: Use airless spray equipment with orifice size recommended by manufacturer for material and texture required.

D. Minimum Coating Thickness:
1. Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer:
   a. Measure film thickness on magnetic surfaces by use of Elcometer thickness gauge and on nonmagnetic surfaces by pit gauge or Tooke Gauge.

E. Application:
1. Apply first coat to surfaces that have been cleaned, pretreated, or prepared for painting as soon as practicable after preparation and before subsequent surface deterioration:
   a. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer.
   b. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished after removing rust and scale and priming or touching up surface sand if acceptable to topcoat manufacturers.
   c. If undercoats, stains, or conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive dry film thickness equivalent to that of flat surfaces.
   d. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried and cured to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

F. Mechanical and Electrical Work:
1. Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces:
   a. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
   b. Prime and paint uninsulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, heat exchangers, tanks, ductwork, conduit, switchgear, and paintable insulation except where items are prefinished.
   c. Paint interior surfaces of air ducts, and convector and baseboard heating cabinets visible through grilles and louvers with one coat of flat black paint, to visible surfaces. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
   d. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
   e. Color code equipment, piping, conduit, and exposed duct work in accordance with requirements indicated. Color band and identify with flow arrows, names, and numbering.

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f. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
g. Concealed Members: Wherever steel and metal parts to receive paint are built into and concealed by construction, paint as specified for exposed parts so finish painting is complete before members are concealed.

G. Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Painting is limited to items exposed in equipment rooms and occupied spaces:
a. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
b. Prime and paint uninsulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, heat exchangers, tanks, ductwork, conduit, switchgear, and paintable insulation except where items are prefinished.
c. Paint interior surfaces of air ducts, and convector and baseboard heating cabinets visible through grilles and louvers with one coat of flat black paint, to visible surfaces. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
d. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
e. Color code equipment, piping, conduit, and exposed duct work in accordance with requirements indicated. Color band and identify with flow arrows, names, and numbering.
f. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

H. Block Fillers: Apply block fillers to concrete masonry block at rate to ensure complete coverage with pores filled.

I. Prime Coats: Before applying finish coats, apply prime coat, recommended by manufacturer, to material required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or defects due to insufficient sealing.

J. Finish Coats:
1. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance without bleed through:
a. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or surface imperfections is not acceptable.
b. Transparent (Clear) Finishes: Use multiple coats to produce glass smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats.

K. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

L. Touch Up:
1. Touch up marred, scraped, and blemished areas of surfaces which were factory

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primed or previously coated:

a. Prepare and touch up scratches, abrasions, and blemishes and remove foreign matter before proceeding with succeeding coats.
b. Touch up marred, scraped, and blemished areas of factory primed or previously coated surfaces.
c. Feather touch up coating overlapping minimum 2 inches onto adjacent unblemished areas producing smooth, uniform surface.
d. As soon after erection and installation as possible, touch up fasteners, welded surfaces and surroundings, field connections, and areas on which shop coat has been abraded or damaged with specified primer before corrosion and other damage occurs from exposure.

3.6 FIELD QUALITY CONTROL

A. Dry Film Thickness (DFT) Testing:
   1. Tests for dry film thickness may be determined by using a Tooke Scale and microgroover, an electronic scanner, or the Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness:
      a. Contractor shall touch up and restore painted surfaces damaged by testing.
      b. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.7 CLEANING AND PROTECTION

A. It is of the upmost important to the AISD that the sites remain in a safe, clean, and well-maintained condition. At the end of each day, leave the site ready to use by staff and students. Protect staff and students and the learning environment throughout the work.

B. Cleanup: At the end of each day, remove empty cans, rags, rubbish, and discarded paint materials from site. After completion of painting work, clean glass and paint spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. Provide *Wet Paint* signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work. After related work is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

E. At completion of painting activities, touch up and restore damaged or defaced painted surfaces.

F. Waste Management: Legally dispose of unused paint and paint containers in accordance with manufacturer’s recommendations and environmental regulations.

PART 4 SCHEDULES

A. The following is a schedule of typical painted items and does not specifically include every item that is to receive paint but should establish type and quality of finish for all items normally included in a complete paint job.

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B. Exterior Surfaces (Note: Exterior surfaces are divided into two (2) different categories, based upon color and level of graffiti resistance required. System 1 will be used when standard earthtone colors or neutral colors are specified, and System 2 will be used when bright colors [primary reds, yellows, and oranges] are specified and/or when a graffiti resistant coating is required):

1. Galvanized Metal:
   c. Surface Preparation: Acid etch galvanized surfaces that have not weathered at least six (6) months prior to beginning painting operations. Krud Kutter Metal Clean and Etch.
   d. Primer: One (1) coat Ultrashield ULDM00 DTM Gray Primer.
   e. Finish: Two (2) coats Ultrashield ULSH40 Low Sheen High Performance Acrylic Urethane.
   f. Finish: Two (2) coats US Coatings RustGrip 2300 1-2 Mils DFT.
2. Un-galvanized Metal:
   g. Primer: One (1) coat Ultrashield ULDM00 DTM Gray Primer.
   h. Finish: Two (2) coats Ultrashield ULSH40 Low Sheen High Performance Acrylic Urethane.
3. Concrete and CMU:
   i. Primer/Finish: (2) coats Eff-Stop Premium ESPR00 Masonry Primer / (2) coats US Coatings AquaGrip 2600 3-5 Mils DFT.
4. Wood (Includes plywood siding and wooden trim):
   j. Primer: One (1) coat EZ-Prime EZPR00 Exterior Wood Primer.
   k. Finish: Two (2) coats Spartashield SSHL60 100% Acrylic Gloss.
5. Fiber-Cement Materials:
   l. Primer: One (1) coat Eff-Stop Premium ESPR00 Masonry Primer.
   m. Finish: Spartashield SSHL60 100% Acrylic Gloss.
6. Parking Line and Driveway Paint: Vin-L-Stripe VSZM10 Zone Marking Paint Yellow.
7. All piping in mechanical rooms shall be painted in their entirety, in the following colors: Aristoshield ASHL70 High-Gloss Enamel:
   a. Gas lines: Orange
   b. Domestic cold water: White
   c. Domestic hot water: Pink
   d. Heating hot water: Red
   e. Condenser water: Green
   f. Chilled water: Blue

C. Interior Surfaces:

1. Galvanized Metal:
   g. Primer: One (1) coat Ultrashield Galvanized Metal Primer ULGM00.
   h. Finish: Two (2) coats Aristoshield ASHL50 Semi-Gloss Enamel.
2. Shop-Primed Ferrous Metals (Use for metal doors and frames and miscellaneous metal items):
   i. Shop coat by others.
   j. One (1) coat over Steel: Bloc-Rust Premium BRPR00 Rust Preventative Primer; Aluminum: Ultrashield Galvanized Metal Primer ULGM00.
   k. Two (2) coats Aristoshield ASHL50 Semi-Gloss Enamel.
3. Gypsum Wallboard:
   l. Primer: One (1) coat Vinylastic Premium VNPR00 Acrylic Wall Sealer.
   m. Finish: Two (2) coats Spartawall Premium SWLL30 Acrylic Latex Eggshell.
4. Primer Concrete and CMU (Enamel):
   n. One (1) coat Smooth Blocfil Premium SBPR00 100% Acrylic Block Filler.
   o. Finish: Two (2) coats Premium SWLL50 Acrylic Latex Semi-Gloss.
5. Wood (Painted):
   p. Primer: Interkote Premium IKPR00 100% Acrylic Enamel Undercoater.
   q. Finish: Aristoshield ASHL50 Semi-Gloss Enamel.
6. Wood (Stained):

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r. Stain: Gemini Craftsman Collection Wiping Stain CCW Water-Based Series.
s. Finish (First Coat): WB-0230 Gemini Titanium Clear Urethane Satin
t. Finish (Second Coat): Gemini WB-0230 Gemini Titanium Clear Urethane Satin.

7. Gypsum Wallboard (Epoxy) – Kitchens, bathrooms, laboratories, etc.:
   u. Primer: One (1) coat US Coatings AquaGrip 2600 2-3 Mils DFT.
   v. Finish: Two (2) coats US Coatings AquaGrip 2600 3-5 Mils DFT per coat.
8. CMU (Epoxy) - Kitchens, bathrooms, laboratories, etc.:
   w. Primer: Two (2) coats Smooth Blocfil Premium SBPR00 100% Acrylic Block Filler.
   x. Finish: Two (2) coats US Coatings AquaGrip 2600 3-5 Mils DFT.
9. Pipe and fittings, including but not limited to copper and brass, at kitchen areas (but excluding aluminum, stainless steel, nickel and chrome plated pipe and fittings):
   y. Primer: One (1) coat; US Coatings RustGrip 2300 1-2 Mils DFT.
   z. Finish: Two (2) coats bright aluminum paint, US Coatings UreGrip 3000 VOC 2-3 Mils DFT per coat.

D. Paint Types: Refer to the Finish Schedule in the Drawings.

END OF SECTION 09 90 00

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ESS Environmental

5716 Folsom Blvd./PMB #146 • Sacramento, CA 95819 • (916) 383-6642 • ess_environmental@yahoo.com

October 1st, 2024

Frederick Barron II
BEAM Professional
Project Manager
E-Mail: Frederick.barron@beamprof.com

Inv. # 6441
Job #6565.24

Re: Invoice for labor and laboratory fees to perform an asbestos roof survey and provide a report of findings for the planned roof tear-off and re-roof of the large, single story office building located at 500A Jefferson Blvd., West Sacramento CA.

Labor: 4 hrs. @ $85.00 per hr.	$340.00
Laboratory Fees: PLM Analysis (Roof Samples) 11 Samples @ $30.00 ea.	$330.00
Total Amount Due:	**$670.00**

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YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT
1947 Galileo Court, Suite 103; Davis, CA 95618
www.ysaqmd.org (530) 757-3650

Jurisdiction: _____

Air District Questionnaire

A building permit cannot be issued unless this questionnaire is completed and submitted to the YSAQMD for approval.
This questionnaire is used to determine if a project requires an asbestos survey and/or Asbestos Demolition/Renovation notification.

Date _____ Permit # _____ Project Name: _____
Address: _____ City: _____

Contractor Info:
Company: _____
Contact Name: _____
Email: _____
Telephone Number: _____

Owner Info:
Company: _____
Contact Name: _____
Email: _____
Telephone Number: _____

1. Describe the work scope (include drawings, demo plan & room numbers/names):
_____
_____

2. Project involves one non-commercial residential building? ☐ Yes ☐ No

3. Project is new construction only (no demolition or alteration of existing materials)? ☐ Yes ☐ No

4. Identify existing materials being disturbed or removed: ☐ None (new construction only)

☐ Flooring	_____ SF	☐ Ceiling	_____ SF	☐ Roofing	_____ SF/Squares
☐ Concrete	_____ SF	☐ Insulation	_____ SF	☐ Sheet Rock	_____ SF
☐ Plaster walls	_____ SF	☐ Exterior walls	_____ SF	☐ Pipe Insulation	_____ Linear Ft
☐ Other (Describe): _____				SF _____	

5. Are any load bearing walls or structural members being removed or demolished? ☐ Yes ☐ No

If "Yes": ☐ Complete Bldg. demo ☐ Partial Bldg. demo ☐ Repair/replace ☐ Moving structure ☐ Single structure ☐ Several structures # ____

Total SF of demolition area: _____ SF

Printed name: _____ Signature: _____ Date: _____
(Your signature indicates that all information submitted is true, accurate and complete to the best of your knowledge)

Survey required? Submit questionnaire to the Building Dept. or directly to the District at notify@ysaqmd.org. Staff will review and notify you if survey report is needed. You may be contacted for additional information. Surveys must be performed by a certified Asbestos Consultant, CAC or Site Surveillance Tech, CSST (see survey advisory at http://www.ysaqmd.org/permits-advisories.php).

I wish to submit my questionnaire, survey report & fee. Deliver/mail hardcopy with check payable to YSAQMD to 1947 Galileo Ct., Ste. 103, Davis CA 95618. Send electronic submittals with proof of payment to payments@ysaqmd.org or fax to (530) 757-3670; make credit card payments at www.ysaqmd.org/permits/make-a-payment/ *(service fees apply)*. To determine the applicable fee, see the fee schedule at http://www.ysaqmd.org/asbestos/commercial.php or consult the District. Regulated projects involving "friable" asbestos materials require a Notification form and waiting period (10 work days).

For more info, see www.ysaqmd.org/asbestos or call the District at (530) 757-3650.

DISTRICT USE ONLY:	
Fee Amt: _____	Questionnaire Rec: _____
Payment Amt: _____ (check ___ credit ___)	Release Approved/Date: _____
Database Entry done: _____	Notes: _____
Date Rec: _____ Processed by: _____	_____

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ESS Environmental

5716 Folsom Blvd./PMB #146 • Sacramento, CA 95819 • (916) 383-6642 • ess_environmental@yahoo.com

October 1st, 2024

Job #6565.24

Frederick Barron II
BEAM Professional
Project Manager
E-Mail: Frederick.barron@beamprof.com

Re: Asbestos Renovation Survey Report for the roof tear-off and re-roof of the large, single story office building located at 500A Jefferson Blvd., West Sacramento CA.

Dear Mr. Barron:

Per your request ESS Environmental performed an asbestos roof survey covering the planned roof work at the above referenced location on September 26th, 2024. The individuals who performed this survey for ESS Environmental were Michael Horan (CAC #92-0107) and Donald Horan (CAC #16-5608). The requested purpose for this survey was to ascertain if any asbestos containing materials were present on or within the selected roof that is planned for tear-off and re-roof. Any asbestos containing materials or ACMs if found to be present by this sampling could then be properly notified for and be abated prior to any disturbance. Following are the activities performed for this survey, the laboratory analysis results for those bulk samples of suspect ACMs taken and analyzed and our findings/recommendations.

Building Description and Scope of Survey:
The building at this location from which the samples were taken consisted of a large, single-story office building of +/- 30-40 years of age.

Asbestos Survey:
For this survey we first visualed the roof that is planned for renovation. We then proceeded to take samples of the identified suspect ACMs. The bulk samples taken and analyzed for this roof survey consisted of core samples of rolled roofing, core samples of roofing mastic over rolled roofing and rubberized roof sealant (Samples 1B through 11B). As each of these samples were taken, they were given a Sample ID Number and placed into a correspondingly numbered sample bag and sealed shut. The relevant information for that sample was then listed on a laboratory chain of custody form. The approximate location from where the samples were taken was also noted on a Google Earth overhead of the building that was utilized on-site and is included with this report. At the completion of this survey the bulk samples taken and the completed chain of

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custody forms were delivered to Precision Micro-Analysis in Sacramento CA to be analyzed by Polarized Light Microscopy.

Laboratory Analysis Results:
The subsequent PLM analysis results for the eleven (11) bulk samples of suspect materials taken and analyzed for this survey were first e-mailed to ESS Environmental on September 30th, 2024. The results of this analysis showed that asbestos was found to be present in one (2) of the bulk samples taken and analyzed for this survey. The asbestos containing sample found at this location consisted of roofing mastic taken from a walk pad on the Main Roof (Sample 9B). This roofing mastic is categorized as a Cat I, Non-Friable ACM for its abatement and disposal. See enclosed Precision Report #240930005.

Summary and Recommendations:
The results of this asbestos survey showed that asbestos was found to be present in one (1) sample of roofing mastics taken at this location. This roofing mastic is categorized as a Cat I, Non-Friable ACM for its abatement and disposal. See the attached Table of ACMs for additional information on the asbestos containing roofing mastics. Please note that these materials may only be disturbed, abated and disposed of by a DOSH registered and asbestos licensed contractor. If at any time during the renovation any other suspect asbestos containing materials are seen that were not noted in this survey report they must not be disturbed until they too can be properly sampled and analyzed for possible asbestos in its content. It must also be noted that this survey only covers the selected roof at this location and no other roofs, interior or exterior building areas/materials at this location.

The Yolo-Solano Air Quality Management District requires that this asbestos survey report along with the YSAQMD questionnaire and the required fee be submitted to them for review prior to beginning this project.

If I can be of further assistance, please feel free to call.

Sincerely:

Michael L. Horan
Hygienist, CAC #92-0107

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TABLE OF ACMs
Large Single-Story Office Building- Roof Only
500A Jefferson Blvd., West Sacramento CA
Job #6565.24

Sample #	Suspect Materials	Location	Asbestos Content	EPA Category	Estimated Quantity
9B	Core Sample of Roofing Mastic over Rolled Roofing	S.W. Side on Walk Pad to Roof	10-15% Chrysotile Asbestos (In Mastic Only)	Cat I, Non-Friable	+/- 6 Sq. Ft. **1. and 2.**

Notes:

1. This is an estimated quantity only of the ACMs present at this location. This amount must be field verified by the abatement contractor for bid, notification and abatement purposes.
2. This roofing mastic is present on what appears to be a patched area of roofing on and around this walk pad area on this roof.

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Roof plan for the large flat roof only over the single story office building located at 500 Jefferson Blvd, West Sacramento, CA.

Note: • -Denotes approx. sample locations

NW-Denotes adjacent roofs or buildings with no planned work

North



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PRECISION MICRO-ANALYSIS INC

SPECIALISTS IN ASBESTOS-RELATED ANALYSIS

Bulk Sample Analysis (PLM) Report

Report# 240930005

Mike Horan
ESS Environmental
5714 Folsom Blvd., PMB #146
Sacramento, CA 95819

Phone: (916) 383-6642

Date Collected: 09/26/24
Date Received: 09/26/24
Date Analyzed: 09/30/24

Job Information:
6565.24
500 Jefferson Blvd.
West Sacramento, CA

Sample Number	Sample Location	Sample Description	Analytical Results
1B *Lab# 24-463601*	Center on roof	Core sample of black rolled roofing	No asbestos detected 5-10% Fibrous glass
2B *Lab# 24-463602*	West side in corner at wall to roof	Core sample of black mastic over black rolled roofing	No asbestos detected 5-10% Fibrous glass
3B *Lab# 24-463603*	North side on HVAC roof curb corner	Core sample of black mastic over black rolled roofing	No asbestos detected 5-10% Fibrous glass
4B *Lab# 24-463604*	East side on corner at wall to roof	Core sample of black mastic over black rolled roofing	No asbestos detected 5-10% Fibrous glass
5B *Lab# 24-463605*	West side on large roof fan curb corner	Core sample of black mastic over black rolled roofing	No asbestos detected 5-10% Fibrous glass
6B *Lab# 24-463606*	East side center on HVAC roof curb corner	Core sample of black mastic over black rolled roofing	No asbestos detected 10-15% Cellulose fibers 5-10% Fibrous glass

OFFICIAL NOTICE: After 45 days, samples are disposed of through a licensed waste hauler, unless client requests their return.

Total number of samples: 11

Supervisor _____ Analyst _____

Note: The test result findings are made to the methodologies and parameters described on the reverse of this page.

3463 Ramona Ave., Suite 17 • Sacramento, CA 95826 • (916) 456-4892 • Fax (916) 456-1082

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PRECISION MICRO-ANALYSIS INC

SPECIALISTS IN ASBESTOS-RELATED ANALYSIS

Bulk Sample Analysis (PLM) Report

Report# 240930005

Mike Horan
ESS Environmental
5714 Folsom Blvd., PMB #146
Sacramento, CA 95819

Phone: (916) 383-6642

Date Collected: 09/26/24
Date Received: 09/26/24
Date Analyzed: 09/30/24

Job Information:
6565.24
500 Jefferson Blvd.
West Sacramento, CA

Sample Number	Sample Location	Sample Description	Analytical Results
7B *Lab# 24-463607*	Southeast corner on large roof fan curb corner	Core sample of black mastic over black rolled roofing	No asbestos detected 5-10% Fibrous glass
8B *Lab# 24-463608*	South side under wood support blocks	Core sample of black mastic over black rolled roofing	No asbestos detected 5-10% Fibrous glass
9B *Lab# 24-463609*	Southwest side on walk pad to roof	Core sample of black mastic over black rolled roofing	5-10% CHRYSOTILE ASBESTOS (Asbestos found in mastic)
10B *Lab# 24-463610*	West side on roof access curb corner	Core sample of black mastic over black rolled roofing	No asbestos detected 10-15% Cellulose fibers 5-10% Fibrous glass
11B *Lab# 24-463611*	Northeast side on metal wall cap seam	Grey sealant	No asbestos detected

OFFICIAL NOTICE: After 45 days, samples are disposed of through a licensed waste hauler, unless client requests their return.

Total number of samples: 11

Supervisor _____ Analyst _____

Note: The test result findings are made to the methodologies and parameters described on the reverse of this page.

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State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Name **Donald L. Horan**
Certification No. **16-5608**
Expires on **04/13/25**
This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.



State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Name **Michael L Horan**
Certification No. **92-0107**
Expires on **07/10/25**
This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

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SECTION 00 61 00
COUNTY OF YOLO

PERFORMANCE BOND
(To Accompany Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Yolo, organized and operating under the laws of the State of California, (hereinafter referred to as the "County") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No._____**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in Contract No. for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the County in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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 Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the County, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the County in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the

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County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the County's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the County to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the County may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the County, when declaring the Contractor in default, notifies Surety of the County's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way 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 Documents or to the Project.

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

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be on file with the Yolo County Clerk.

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SECTION 00 62 00

PAYMENT BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the County of Yolo, State of California, ("Owner") has awarded to _____ ("Contractor/Principal") a contract (County Agreement No._____, dated _____,_____ , referred to as the "Agreement") for the work described as _____. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we, _____ _____ the undersigned Contractor/Principal, and _____ _____, ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the County of Yolo, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____DOLLARS ($_____), which such sum being not less than one hundred percent (100%) of the total amount payable by the Owner under the terms of the Agreement, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted 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 work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to

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any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

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IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the ___ day of _____, 20__.

_____ (SEAL)
Contractor/Principal

By: _____
Contractor/'s Representative

_____
Contractor/Principal's Address

_____
City, State, Zip

_____ (SEAL)
Surety
By: _____
Surety's Representative

_____
Surety's Address

_____
City, State, Zip

_____
Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be on file with the Yolo County Clerk.

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SECTION 00 70 00

GENERAL CONDITIONS
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GENERAL CONDITIONS

ARTICLE 1.

DEFINITIONS AND PRINCIPLES OF INTERPRETATION

Section 1.01. DEFINED TERMS.

Whenever the following terms, titles, or phrases are used in the Contract Documents, the intent and meaning thereof shall be as defined in this Article.

Section 1.02. ADDENDUM/ADDENDA.

"Addendum" or "Addenda" are written documents furnished by the County before Award of the Contract which interpret Drawings and/or Specifications or answer questions of intended bidders and shall be incorporated in and are a part of the Contract Documents.

Section 1.03. AGREEMENT FOR CONSTRUCTION.

The "Agreement for Construction" is the written contract between the County and the Contractor by which the Contractor agrees to perform the Work necessary for full completion of the Project as intended, or the portions of the Project incorporated into the Contract. The Agreement for Construction includes the Contract Documents.

Section 1.04. ALLOWANCE.

An "Allowance" is the County's monetary and/or quantity estimate for equipment, materials, or work, the quantity and/or quality of which the County has not determined at the time of the Award of the Contract. The Contractor's bid includes all specified allowances, if any. "Allowance" also includes the contingency allowance specified to be included in the Contractor's bid, if any.

Section 1.05. AWARD OF CONTRACT; DATE.

The "Award of the Contract" is the action by the County Administrators Office of the County to execute the Agreement for Construction with the lowest responsible bidder and constitutes the County's acceptance of the Bid offer.

The Award of the Contract occurs after the County has determined which bid alternates, if any, are to be included in the Work, and has determined whether the apparent low bidder for the Work, including such alternates, is the lowest responsible bidder.

The date of the Award of the Contract is the date the County Administrators Office acts to authorize execution of the Agreement for Construction by the County, even though actual execution of the Agreement by the County does not occur until the Contractor submits the bonds and insurance certifications required by Article 2.

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Section 1.06. BID.

The "Bid" shall mean the offer of the bidder to do the Work, when submitted on the prescribed bid form, duly executed and bonded. After Award of the Agreement for Construction by the County to the lowest responsible bidder, "Bid" shall mean the Contract Price.

Section 1.07. BOARD OF SUPERVISORS/COUNTY ADMINISTRATIVE OFFICER.

"Board of Supervisors" shall mean the duly elected officials constituting the Yolo County Board of Supervisors.

"County Administrative Officer" (CAO) is the County Administrative Officer of the County and reports to the Board of Supervisors, or the CAO's designee.

Section 1.08. CERTIFICATION.

When used in the context of required submittals regarding quality assurance, "Certification" shall be the verification required from recognized producers or associations attesting to a product's compliance with the Contract Documents. Examples include Underwriters Laboratory ("UL") listings.

Section 1.09. CHANGE ORDER.

A "Change Order" is a written order from the County to the Contractor authorizing an addition, deletion, or revision in the Scope of the Work, and/or an adjustment in the Contract price or Contract Time, issued after the execution of the Agreement for Construction.

Section 1.10. CLARIFICATIONS.

"Clarifications" are supplementary explanations, interpretations, instructions, and/or drawings issued by the Contract Administrator to further define the intent of the Contract Documents, pursuant to Article 4 of the General Conditions and procedures developed by the Contract Administrator pursuant thereto.

Clarifications involve no change in the Scope, Price or Time of the Agreement for Construction.

Section 1.11. CONTRACT ADMINISTRATOR/PROJECT MANAGER.

See Section 3(a) of the Agreement for Construction.

Section 1.12. CONTRACT DOCUMENTS/PROJECT MANUAL.

The "Contract Documents" shall include the Bid Proposal; the Designation of Subcontractors; the Agreement for Construction; the Bonds required thereby; these General Conditions; the Supplementary Conditions, if any; the Technical Specifications; all Documents comprising the bidding package; the Contract Drawings, (collectively referred to as "Project Manual"); all duly issued Addenda, Clarifications, Field Orders, and Work Authorizations; Change Orders; Supplemental Drawings; Contractor's Submittals approved pursuant to Articles 3 and/or 5 hereof, and the Contractor's Guarantee and Bonds. The Contract Documents comprise the "Agreement for Construction."

Section 1.13. CONTRACT DRAWINGS.

The "Contract Drawings" or "Drawings" shall mean the working drawings of the Work approved by the Board of Supervisors for the receipt of bids, plus all supplemental drawings approved by the County as

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Addenda or Clarifications, or reproductions thereof, which show the location, character, dimensions, and details of the Work to be done, and which are part of the Agreement for Construction.

Section 1.14. CONTRACT PRICE.

The "Contract Price" is the total consideration for which the contractor agrees to perform the Work to produce a fully complete Project as intended by, and in accordance with, the Contract Documents. Unless modified by a duly issued Change Order, the Contract Price is the Contractor's Bid.

Section 1.15. CONTRACT TIME.

The "Contract Time" is the time specified in the agreement for Construction within which Contractor shall fully complete the Project in accordance with the Agreement for Construction. The Contract Time may be changed only by a Change Order duly issued by the Contract Administrator. Contract Time begins with the date of the Notice to Proceed and ends with acceptance of project work completion by the County. The number of days included in the agreement form includes the estimated number of construction days required and not the 35 days allowed for initial submittals and the 21 days allowed for County review of those submittals.

Section 1.16. CONTRACTOR; PRIME CONTRACTOR.

"Contractor" and "Prime Contractor" shall mean the person or persons, co-partnership or corporation, or his or their legal representatives, or successors, assigns, executors, or heirs, who have entered into the Agreement for Construction with the County of Yolo.

Section 1.17. COUNTY.

"County" shall mean the County of Yolo, a political subdivision of the State of California.

Section 1.18. COUNTY INSPECTOR.

The "County Inspector" is the person(s) and/or firm(s), if any, employed or engaged as (an) independent contractor(s) by the County to inspect the performance of the Work by the Contractor for compliance with the Contract Documents. The County Inspector is supervised by and reports to the Contract Administrator. The authority of the County Inspector is limited to that specified in the Contract Documents, and no additional authority has been granted nor shall be inferred.

The Project Manager performs the duties of the County Inspector unless a separate person or firm is engaged as County Inspector.

Section 1.19. DAY/HOLIDAY; WORKING DAY; COUNTING DAYS.

A "day" shall mean a calendar day of 24 hours, including each and every day of the year.

A "working day" is Monday through Friday, but shall exclude "holidays" established by the Sacramento Builders' Exchange.

Unless specified as being working days, all references herein to the number of days within which an action is to occur shall mean calendar days.

In computing working days or calendar days, the first day is excluded and the last day is included, unless it is a Saturday, Sunday, or holiday.

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Section 1.20. RESERVED.

Section 1.21. MATERIALS.

"Materials" shall include all building materials, articles, supplies, and equipment delivered to the Site for incorporation in the Work. "Materials" includes everything incorporated into the work except personal services and labor, unless otherwise noted.

"Equipment" shall mean all pre-manufactured or partially pre-assembled products or components, assembled or partially assembled before delivery to the Site, and intended for incorporation into the Work.

Section 1.22. NOTICE OF CESSATION OF WORK.

A "Notice of Cessation of Work" is a notice containing the information required by Civil Code Section 3092, recorded in the Yolo County Recorder's Office, indicating that there has been a continuous cessation of labor on the Work of the Agreement for Construction for at least thirty (30) days prior to recordation of the Notice. The Notice shall specify the date on or about when the cessation of labor commenced.

Section 1.23. NOTICE OF COMPLETION.

A "Notice of Completion" is a notice containing the information required by Civil Code Section 3093, recorded in the Yolo County Recorder's Office, indicating that the Work of the Agreement for Construction has been accepted by the County.

Section 1.24. PROGRAM MANAGER.

If assigned by the Contract Administrator, "the Program Manager" is that County official responsible for team leadership in coordinating departmental program requirements; for preparation of the statement of project objectives; for presenting project objectives to the Contract Administrator and Board of Supervisors; for heading the design team (for designated projects); for arranging project financing; for maintaining program oversight during the bidding and construction phases; and for providing joint progress reports, with the Contract Administrator, to the Board of Supervisors. The program manager represents the County to State and/or Federal program offices sponsoring the project. In the absence of an assigned program manager, the Contract Administrator shall discharge these duties.

Section 1.25. PROJECT.

The "Project" is the total construction, of which the Work performed under the Agreement for Construction is the whole unless the Contract Documents specifically note to the contrary.

Unless so noted, the terms "Project" and "Work" are synonymous.

Section 1.26. PROJECT ARCHITECT/ENGINEER/CONSULTANT.

The "Project Engineer" is the firm employed or engaged as an independent contractor by the County to design the Project, and all sub-consultants or joint ventures of the Project Engineer. The authority of the Project Engineer to bind the County is limited to that authority specified in the Contract Documents, and no additional authority has been granted nor shall be inferred.

The Project Engineer advises the Contract Administrator in all aspects of the construction phase of the Project. The Project Engineer's functions include advice and assistance to the Contract Administrator in the correct interpretation and application of the Contract Documents. However, the

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Contract Administrator or his/her designate is the County's representative on the Project, not the Project Engineer. The Project Engineer is not authorized independently to issue Addenda, Clarifications, Field Orders, Work Authorizations, or Change Orders, or in any other way to bind the County in discussions with the Contractor.

The Contractor shall deliver all correspondence relating to the proper execution of the Work to the Contract Administrator, with a copy delivered to the Project Engineer. The Contract Administrator reserves the right to consult with the Project Engineer prior to responding to the Contractor's correspondence.

When discussions between the Contractor and the Contract Administrator occur either on the Site or elsewhere, but the Project Engineer is not present, the Contract Administrator reserves the right to consult with the Project Engineer prior to issuing his final decision or instruction.

Section 1.27. REFERENCE TO CODES.

Unless otherwise noted, all references to statutes are to the law of the State of California as codified in the various specified codes.

Section 1.28. SITE.

"Site" is the area designated in the Contract Documents within which the Project is to be constructed.

Site for this purpose includes the area where Work on utility systems for the Project is to be performed by the Contractor under the Agreement for Construction, even though such areas may be designated as "off-site" on the Contract Drawings.

Section 1.29. SPECIFICATIONS.

"Specifications" shall mean the Technical Specifications portions of the Project Manual (Volume II) regarding qualities of materials and/or methods of workmanship to be furnished under the Contract. Specifications are organized into divisions, sections, and articles to enable grouping of the various portions of the Work into logical format, but this organization does not in any way restrict the Contractor in dividing the Work among subcontractors, or in establishing the extent of the Work to be performed by any trade.

Section l.30. SUBCONTRACTOR.

Unless other specified, "subcontractor" refers to all contractors doing any work on the Project, including first, second, and subsequent tier contractors, excluding only the Prime Contractor.

Section 1.31. SUBMITTALS.

As used in Articles 3 and 5 hereof, "submittals" shall mean shop drawings, product data, and samples, as defined below:

A. Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work, and/or the method of installation of Materials.

B. Product Data are illustrations, standard schedules, performance charts, certifications, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

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C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

As used elsewhere herein, "submittals" is a general term including all information, certifications, data or samples required to be delivered by the Contractor to the County.

Section 1.32. SUPPLEMENTARY CONDITIONS.

The "Supplementary Conditions" are specific clauses in the Project Manual setting forth conditions or requirements peculiar to the Work, and supplementary to the General Conditions.

Section 1.33. WORK/NOTICE TO PROCEED.

The "Work" is the completed construction required by the Contract Documents to perform the Agreement for Construction fully and completely, and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

Unless specifically noted in the contract Documents as not included in the Agreement for Construction, "work" includes all construction necessary to fully complete the Project as intended, including all bid alternates selected by the County for inclusion in the Work.

Unless so noted, the terms "Work" and "Project" are synonymous.

The Work shall commence upon issuance by the County of a Notice to Proceed so authorizing.

Section 1.34. WORK AUTHORIZATIONS.

"Work authorizations" are written orders to the Contractor, which amend the Contract Documents as described, and authorize the Contractor to proceed with the Work noted therein. Pursuant to Section 17.03 hereof, Work Authorizations may be cumulated into periodic Change Orders to adjust the Contract Price and/or Time, upon verification by the Contractor of the actual cost and delay, if any, caused by the Work Authorization.

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ARTICLE 2.

BONDS; INDEMNIFICATION; INSURANCE

Section 2.01. BONDS; SUBMITTALS.

Within ten (10) calendar days following the Award of the Contract, and before the County will execute the Agreement for Construction, the Contractor to whom the Contract is awarded shall obtain and submit to the County bonds as set forth below in Sections 2.02 and 2.03. The Contractor is advised that a copy of the Power of Attorney authorizing execution of the bonds on behalf of the corporate surety must be filed with the Yolo County Clerk prior to approval of the bonds by the County.

Provision of the bonds required by Sections 2.02 and 2.03, and the insurance certificate required by Section 2.07 is a condition precedent to the Contractor's rights on the Agreement for Construction and a material covenant thereof.

Section 2.02. PERFORMANCE BOND.

The Contractor shall submit a faithful performance bond on the form provided with the Instructions to Bidders, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to the county, conditioned upon the faithful performance by the contractor of all requirements of the Contract Documents. The amount of said bond shall be in a sum no less than One-Hundred Percent (100%) of the total Contract Price.

Section 2.03. LABOR AND MATERIALS PAYMENT BOND.

The Contractor shall submit a payment bond on the form provided with the Instructions to Bidders, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to the County, which in all respects complies with Civil Code Section 9550 and following. This bond, hereinafter referred to as a "Payment Bond", shall be in a sum no less than One-Hundred Percent (100%) of the total Contract Price.

Section 2.04. CONTRACT BOND.

Prior to final payment as provided in Article 26, Contractor shall furnish a bond issued by a responsible corporate surety licensed to do business in the State of California in a form provided or approved by the County, and securing the performance by Contractor of his obligation undertaken by virtue of the guarantees required by Article 26. Such bond shall remain in full force and effect for a period of no less than one (1) year from and after recordation by the County of a Notice of Completion or a Notice of Cessation of Work, and shall be in a sum no less than ten (10%) percent of the total amount of the final Contract Price. In lieu of such bond, the Contractor may submit a certified or cashier's check, cash, or an irrevocable, unconditional letter of credit in a form acceptable to County, or may extend the final withhold account on terms and conditions acceptable to the county to secure performance of Contractor's obligations on the guarantee.

Section 2.05. INDEMNIFICATION.

Contractor shall pay the cost of defense, indemnify, and save harmless the County of Yolo and all its officers, agents and employers from any and all claims, demands, damages, costs expenses, injury and liability of every kind, nature and description, arising or alleged to have arisen directly or indirectly from the performance or attempted performance of the Agreement for Construction of the Work, or from the nature of the Work, or by products, materials or equipment installed in or used on the Work, howsoever the same may be caused, without set off due to the Contractor's right, if any, to apportionment between joint tortfeasors.

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This indemnity obligation extends to, but is not limited to, all acts, errors, omissions, and active and/or passive negligence by the Contractor, all subcontractors, all material suppliers, and their officers, employees, agents, or subcontractors, and includes all acts, errors, omissions, and active and/or passive negligence alleged to be joint or concurrent by them and the County or any of its officers, employees, agents, independent contractors or consultants, save only liability caused exclusively by the sole negligence, willful misconduct or defects in design provided by the County or its officers, employees, agents or independent contractors (other than the Prime Contractor) who are directly responsible to the County.

This indemnity obligation expressly extends to and includes, but is not limited to any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to the work, the Site or improvements thereon, or to adjacent property; and for injuries occurring after completion of the Work, as well as during the progress of the Work; and as a result of the violation of any provision of Federal or State law; and for inverse condemnation or equitable relief; and occasioned by personal and/or bodily injury to or death of any person, or any damage to property owned by any person while on or about the premises by right or not, whenever the work is alleged to have been a contributing cause in any degree whatsoever.

Nothing contained in this indemnity provision shall be construed to require the Contractor to indemnify the County in contravention of Section 2782 of the Civil Code. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, the Contractor shall use counsel reasonably acceptable to the County.

Section 2.06. INDEMNIFICATION OF ADJACENT PROPERTY OWNERS.

In the event the Contractor enters any agreement with the owners of any property adjacent to the Site and enters upon such property for the purpose of performing the Work, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in such adjacent property. The form and content of such indemnification agreement shall be approved by County prior to commencement of the Work on or about such property. Contractor also shall indemnify the County as provided in Section 15.06.

Section 2.07. INSURANCE; SUBMITTALS.

The Contractor shall obtain, at its sole cost and expense, all insurance specified in the Agreement for Construction, and shall require all subcontractors to maintain insurance as specified therein. Continued maintenance of such insurance is a material covenant of the Agreement for Construction.

In addition to the submittals required by the Agreement for Construction, the County reserves the right to examine the insurance policies referenced in any such Certificate at any time, before or after issuance of the Notice to Proceed. Issuance of the Notice to Proceed shall not constitute a waiver of the County's right strictly to enforce the requirements of this Article.

The Contractor shall submit photocopies of its insurance and/or subcontractors' insurance policies when requested by the Contract Administrator.

Section 2.08. CONTRACTOR'S INSURANCE REQUIREMENTS.

Consistent with the Agreement for Construction, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Any deviation from the required coverage specified in the Agreement for Construction must be approved by the County prior to the commencement of the work.

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Section 2.09. SUBCONTRACTORS' INSURANCE.

Subcontractors

A. **Insurance Coverage Requirements**. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Agreement for Construction and herein.

B. **(Reserved)**

C. **Contractor Responsibilities.** It shall be the responsibility of the Contractor to certify that all subcontractors (including lower-tier subcontractors) comply with these provisions, and to enforce their continued compliance throughout the progress of the Work. The submittals required to demonstrate initial compliance with this Section are specified in Section 3.02 hereof. Thereafter, the Contractor shall submit a certification to the required subcontractor's insurance when requested by the Contract Administrator. In lieu of the above the contractor can name all subcontractors on its policy as additional insured as approved by the County.

Section 2.10. WORKERS' COMPENSATION AND EMPLOYEES' LIABILITY INSURANCE

In accordance with Section 3700 of the Labor Code, the Contractor, and each subcontractor, shall secure the payment of workers' compensation to its employees as specified in the Agreement for Construction.

In the event that there is any employee working on the Project who is not protected under the Workers' Compensation statute for any reason, including because he is engaged in hazardous work, the Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of such employee. Such insurance shall comply with all requirements of the Labor Code.

Section 2.11. POSTING AT SITE.

The Contractor shall post, and cause all subcontractors to post, in a conspicuous place on the Project Site, a statement as required by Labor Code Section 3550, stating the name of the employer's compensation insurance carrier or that the employer is self-insured, and who is responsible for claims adjustment.

Section 2.12. EFFECTIVE DATE OF POLICIES.

The insurance required by this Article shall be in full force and effect at all times during prosecution of the Work and until the final completion and acceptance thereof by County, and every policy shall state that it shall not be assigned, canceled or reduced in coverage without thirty (30) days' prior written notice to County.

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ARTICLE 3.

INITIAL SUBMITTALS AND TIME OF WORK

Section 3.01. PROGRESS SCHEDULE AND SCHEDULE OF VALUES.

A. **Progress Schedule**. No later than thirty-five (35) calendar days following the Award of the Contract by the County and before issuance of a Notice to Proceed, the Contractor shall submit to the Contract Administrator a schedule showing the date on which work will commence on each part or class of the Work described with reference to the Divisions in the Technical Specifications and the responsible subcontractor(s); estimated dates of completion of such parts or classes; the working days proposed for work, and the approximate percentage of Work scheduled for completion at any time. Critical path sequencing items shall be identified. The Progress Schedule shall be practicable and consistent with the time requirements of the Agreement.

When requested by the Contract Administrator, or when the Contractor requests a Contract Time Extension Change Order, the Contractor shall submit a revised Progress Schedule showing changes to the originally approved Schedule necessary to complete the Work within the requested Contract Time.

B. **Schedule of Values**. Simultaneously with the Progress schedule, the Contractor shall submit a Schedule of Values, showing a breakdown of the Contract Price with reference to the parts or classes or work shown on the Progress Schedule, and with reference to the Divisions in the Technical Specifications.

This schedule shall include products and materials allocated to each Allowance specified by the Contract Documents.

When requested by the Contract Administrator, or when the Contractor requests a Contract Price adjustment, the Contractor shall submit a revised Schedule of Values incorporating the requested Price adjustment(s).

Section 3.02. INITIAL SUBMITTALS.

No later than thirty-five (35) calendar days after the Award of the Contract by the County, and before issuance of a Notice to Proceed, the Contractor shall make the following initial submittals:

A. **Schedule of Unavailable Materials**: A schedule showing any materials called for in the Contract Documents which are not obtainable for installation in the Project within the time limits set forth in the Progress Schedule, and the reasons known to Contractor for the unavailability.

The schedule shall detail Contractor's efforts to obtain the materials in question.

B. **Schedule of Substitutions**: Contractor shall submit a schedule of all proposed Substitutions. The request for Substitutions shall in all respects comply with Article 7 of these General Conditions and shall include all requests for Substitutions of "an equal" item as defined by Public Contracts Code Section 3400 and Sections 7.02 and 7.03 hereof.

Failure to indicate such requested Substitutions on this schedule shall be deemed a waiver of the request for Substitution.

C. **Schedule of Items Requiring Long Order Lead Time**: Contractor shall submit a schedule of all materials, the delivery of which will require more than 50% of the total Contract Time. The dates

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shown on this schedule shall be consistent with the Progress Schedule, and the Schedule shall specify the dates of order and expected delivery dates for the specified materials.

D. **Subcontractor Insurance**:

1. **First-Tier Subcontractors:** The Contractor shall submit certificates of insurance for liability and workers' compensation insurance for all first-tier subcontractors, as required by Article 2 hereof. The County reserves the right to examine copies of the subcontractors' insurance policies.

2. **Lower-Tier Subcontractors**: If requested by the Contract Administrator, Contractor shall submit certificates of liability and workers' compensation insurance for any or all lower-tier subcontractors. The County reserves the right to examine copies of the lower-tier subcontractors' insurance policies.

E. **Subcontractors: Allocation of Work**: Contractor shall submit a chart showing all first and lower-tier subcontractors, and the contractual relationships between them, and identifying the Work to be done by each.

F. **Schedule of Submittal Dates**: Contractor shall submit a schedule indicating the dates upon which all required submittals will be submitted. Such schedules shall conform to Section 5.02 of the General Conditions and shall include all submittals required by the Contract Documents.

Section 3.03. APPROVAL OF INITIAL SUBMITTALS; EFFECT.

Prior to issuance of a Notice to Proceed, the Contract Administrator shall act upon the initial submittals required by Section 3.02.

The time for the Contract Administrator's action shall be twenty-one (21) days or less, from the date Contractor delivers submittals that conform to the Contract Documents.

In the event the Contract Administrator rejects an initial submittal, the Contractor shall not be entitled to any Contract Time extension on account of delay associated with re-submittal and re-approval. The County reserves the right to reject initial submittals in whole or in part, and the Contractor shall correct the submittal to comply with the Specifications and any requirements noted by the Contract Administrator in rejecting the submittal before issuance of a Notice to Proceed.

Once approved, all initial submittals shall be incorporated as part of the Agreement and Contractor shall comply therewith. The Contract Administrator is authorized to approve revisions to the Progress Schedule or Schedule of Values as required to incorporate approved changes in the Contract Time or Price.

Failure to meet the approved Progress Schedule is grounds for withholding Progress Payments pursuant to Article 23.

Section 3.04. COMMENCEMENT AND PROSECUTION OF WORK.

The Contractor shall not commence nor allow any subcontractor to commence work before receiving a Notice to Proceed from the County, specifying the day work is to commence. The Contractor shall commence work on such day, and shall prosecute the Work diligently to completion thereafter, at a rate that meets or exceeds the approved Progress Schedule.

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Section 3.05. OTHER SUBMITTALS.

The Contractor shall make all submittals specified by the Technical Specifications for all Work to be done in the first sixty (60) days after issuance of the Notice to Proceed.

Section 3.06. TIME OF ESSENCE.

Time is of the essence of the Agreement for Construction.

Section 3.07. DATE OF COMPLETION.

The Contractor obligates himself to make the whole Work fully complete and satisfactory on or before the completion date specified in Section 2 of the Agreement for Construction, plus any Contract Time extensions approved by Change Order. The date of completion is the date of recordation of the Notice of Completion pursuant to Section 25.04; provided, however, that the date of completion for purposes of determining whether the Contractor has completed the Work within the time required by the Agreement for Construction shall be deemed to be the date the Contractor filed the "Contractor's Request for Final Payment" pursuant to Section 25.01 if, and only if, the Work was in fact fully complete and in full conformity with the Contract Documents when the Contractor's request was filed.

Section 3.08. EXTENSION OF TIME; UNAVOIDABLE DELAYS.

The Contractor shall not be granted a Contract Extension except on the issuance of a Change Order by the County Administrator, upon a finding that the delay in completion was unavoidable.

Delays in prosecution of parts or classes of the Work that are not demonstrated to prevent or delay completion of the entire Project within the Contract Time are not "unavoidable delays" for purposes of this section.

In all cases, the time authorized for extension of the Contract Time shall be no greater than the number of days directly attributable to the unavoidable delay which caused delay in the completion of the Project. "Unavoidable delay" for this purpose shall be defined as follows:

A. **Unavailable Materials.** That materials or articles called for in the Contract Documents are not obtainable within the time required for timely completion; provided that such materials or articles were listed by the Contractor in the schedule required by Section 3.02 hereinabove; that the Contractor demonstrates that the unavailability of the materials is in fact the cause for the delay, and could not have been cured by adjusting the Progress Schedule; and that the unavailability of such materials is due to circumstances beyond the Contractor's control. If good cause for a delay is demonstrated pursuant to this subsection, the County, at its sole discretion, may grant a time extension or apply Section 17.09 hereof.

B. **Force Majeure**. That delays in construction have resulted from circumstances beyond the control of the Contractor and which the Contractor could not have provided against by the exercise of reasonable care, prudence, foresight, and diligence. Unavoidable delays within the meaning of this subparagraph shall be those caused by acts of neglect of the County or its officers, agents, or employees; by acts of God, war, insurrection, civil disorder, fire, floods, epidemic, or strikes.

C. **Unseasonable Weather**. An extension of time may be granted due to weather which is unsuitable for the Work currently in progress, upon the findings that the weather conditions in fact caused the delay in completion of the Project and that such weather conditions were not, and could not in the exercise of reasonable diligence, have been foreseen by the Contractor.

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Unseasonable weather that, in the exercise of reasonable foresight and diligence, should be expected in the area at the time of year in question is not cause for an extension of time.

D. **Time Extension Due to Change Orders or Work Authorizations**. A time extension may be granted due to a delay in the Project caused by the approval by the County of a Change Order or Work Authorization pursuant to Article 17. The Contractor shall be entitled to a time extension Change Order only when the extra work is demonstrated by the Contractor to have caused a delay in the Project. When a Work Authorization is issued, the Contract Administrator or County Administrative Officer is authorized to approve an allocation of time attributable to that Work Authorization. Approval of such allocation shall not constitute County's approval of a time extension to the overall Contract time but shall constitute County approval of the time allocated by the Contractor to perform the particular extra work in question.

The provisions of Sections 3.08 and 3.09 shall be applicable to requests for time extensions due to extra work.

The Contract Administrator may cumulate requests for time extensions due to Work Authorizations and process periodic Change Orders therefore, if warranted, or may process a Contract Time Extension Change Order simultaneously with the Contract Price Change Order, in their sole discretion.

E. **Delay Due to Rejected Submittals**. In the event the Contract Administrator rejects a submittal, the Contractor shall not be entitled to any Contract Time extension on account of delay associated with re-submittal.

The procedure for submittals shall be as specified in Articles 5 and 7 (Substitutions) and the Technical Specifications. The Contract Administrator shall approve or reject submittals within twenty-one (21) days of the Contractor's delivery of the submittal, unless a different time is specified in the Technical Specifications for the particular submittal in question.

F. **County Caused Delays**. In the event that the Project is delayed by acts of the County not authorized by the Contract Documents which the Contractor demonstrates will or have caused an unavoidable delay as defined by Subparagraph "B", the Contractor shall be entitled to a Contract Time and/or Contract Price Change Order to offset the extra time and/or costs incurred by the Contractor. Such extra costs shall be limited to those "actual costs" as defined in Section 17.02-D directly caused by the delay and incurred on this Project only. Overhead and profit shall be limited to that specified in Section 17.02-C hereof. Extra costs shall not include indirect costs nor loss of profits or increased costs on other work. Extra time shall be limited to that directly caused by the delay, as defined in Subparagraph "B" hereof.

The Contractor specifically agrees that a time extension and cost adjustment as provided herein is its sole remedy for County-caused delays and agrees to make no claim or demand for additional damages, nor claim an acceleration of the time for performance.

The Contractor shall not be entitled to any Contract Time Extension nor Contract Price adjustment for alleged County delays if the County has acted within the time limits specified by the Contract Documents.

The Contractor shall not be entitled to any cost adjustment for delays except for County caused delays as specified in this subsection.

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Section 3.09. NOTICE OF DELAYS; SUBMITTALS.

Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as grounds for an extension and/or cost adjustment as specified in section 3.07., the Contractor shall notify the Contract Administrator in writing of the delay. Such notification shall specify with detail the cause asserted by the Contractor to constitute grounds for an extension, and/or cost adjustment. Failure of the Contractor to submit such a notice within five (5) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any request for a time extension and/or cost adjustment, and no extension and/or cost adjustment shall be granted as a consequence of such delay.

With its request for time extension and/or cost adjustment, the Contractor shall submit evidence to demonstrate that the delay in prosecution in the work will result in an unavoidable delay in completion of the entire Project. Such evidence shall include a demonstration that the delayed portion of the Work will affect the critical path scheduling of the entire Project. The Contractor shall also submit a proposed revised Project Schedule, which accounts for the delay in completion of the entire Project caused by the delay in prosecution of part of the Project, and includes a revised critical path demonstrating how the Project will be completed within the proposed revised Contract Time.

Section 3.10. INVESTIGATION; PROCEDURE.

Upon receipt of a request for a Contract Time extension and/or cost adjustment, the Contract Administrator shall conduct an investigation of the facts asserted by the Contractor to constitute grounds for an extension and/or cost adjustment. The results of this investigation shall be reported by the Contract Administrator to the Contractor and the Contract Administrator shall indicate whether he will recommend for or against such extension.

The Contract Administrator may, in his sole discretion, defer this recommendation to allow the accumulation of time extensions and/or cost adjustment due to Work Authorizations into a periodic or final Change Order request.

If the Contract Administrator disallows the request, there shall be no allowance made for the time during which the request was pending, and the Contractor shall remain obligated to complete the Work in the time specified.

If the Contract Administrator approves the time extension change order, the new Progress Schedule submitted by the Contractor and approved by the County shall be deemed to amend the original Progress Schedule approved by the County pursuant to Section 3.03 hereof; thereafter, the amended Progress Schedule shall have the same force and effect as the originally approved Progress Schedule.

The Contractor agrees that the determination of the Contract Administrator as to whether grounds for an extension and/or cost adjustment exist, and if so, the duration of the extension and/or cost adjustment, shall be final and binding upon both County and Contractor.

Section 3.11 DISCRETIONARY TIME EXTENSION FOR BEST INTEREST OF COUNTY.

The County reserves the right to extend the Contract Time for completion of the Work if the County Administrator determines that such extension is in the best interest of the County.

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Section 3.12. LIQUIDATED DAMAGES.

If the Work is not completed by Contractor in the time specified in Section 2 of the Agreement for Construction or within any period of extension authorized pursuant to this Article, the Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement for Construction for each calendar day of delay until the Work is completed and accepted, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the County may deduct said sums from any monies due or that may become due to the Contractor.

This liquidated damage provision shall apply to all delays of any nature whatsoever, save and except only unavoidable delays approved by the Contract Administrator pursuant to Section 3.07 hereinabove.

The Contractor also acknowledges that the contract completion date for purposes of liquidated damages shall be the date of the Board of Supervisors' Resolution of Acceptance, unless Section 3.06 applies.

Section 3.13. EXTENSION OF TIME NOT A WAIVER.

Any extension of the Contract Time granted pursuant to this Article shall not constitute a waiver by the County, nor a release of the Contractor, from his obligations to perform this Contract in the Contract Time.

Granting of a time extension due to one circumstance on one request therefore shall not constitute a granting by the County of an extension of time for any other circumstance or the same circumstance occurring at some other time, and shall not be interpreted as a precedent for any other request for extension.

Section 3.14. SUSPENSIONS EXCEEDING ONE YEAR.

Should the Work be suspended for a period exceeding one (1) calendar year due to war conditions, labor conditions, legal actions, or for other conditions constituting the legal defense of impossibility of performance, the Contract and the County agree to enter an agreement terminating the Agreement for Construction upon the following terms and conditions:

The County shall be responsible only to pay the Contractor the actual value of the completed Work, to the County, less progress payments made to date, less any deductions authorized by the Contract Documents, and plus the ten (10%) percent withhold from previously issued progress payments.

As between the Contractor and the County, it shall be conclusively presumed that the actual value to the County for the Contractor's Work to the date of the last progress payment is not more than the actual amount of progress payments made to date plus the ten (10%) percent withhold from such progress payments; provided, however, that this section shall not preclude the County from deducting charges for work or materials which do not meet the requirements of the Contract Documents.

Such final payment shall be due only after any stop notices are resolved or the time to file stop notices has expired.

Section 3.15. EFFECT OF STOP WORK NOTICE.

If the County orders a suspension of the Work pursuant to Section 18.05, the days on which the suspension is in effect shall be included in determining the required completion date and shall not otherwise modify or extend the time within which the Contractor is to perform. In such event, the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay, and the suspension and/are delay shall not constitute an acceleration of the performance time.

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If the Contract Administrator determines that the Work conforms in all respects to the Contract Documents and releases the Stop Work Notice, the Contractor shall recommence work and may thereafter request a time extension pursuant to Section 3.07-F hereof. Sections 3.07, 3.08, and 3.09 shall apply to such requests.

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ARTICLE 4.

SCOPE AND INTENT OF CONTRACT DOCUMENTS; CLARIFICATIONS

SECTION 4.01. BASIC INTENT AND SCOPE OF CONTRACT DOCUMENTS.

The basic intent of the Contract Documents is to describe the complete Project, including all materials, labor, equipment, and incidentals necessary for the proper execution and full completion of the work. The scope of the Agreement for Construction shall include everything directly called for by the contract Documents, and all work reasonably to be foreseen and/or inferred by competent contractors of the various required trades in order to completely perform the Work to produce the complete Project as intended.

The Agreement for construction does not recognize "substantial performance" as equivalent to "complete performance"; by entering the agreement, the contractor agrees, as a material covenant, to provide "complete performance" within the contract Time, for the amount included in the Contractor's bid as the Contract Price, unless modified by Change order. No extra compensation shall be allowed for any work or materials not directly appearing in the Contract Documents, but which a competent contractor should have foreseen and/or inferred would have been within the scope of the Agreement for Construction for work of the type and in the area of the Project. Even though items of work are not separately mentioned in the contract Documents, the Scope of the Agreement includes the furnishing and installation of all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for the sound, secure and fully complete performance of the work.

The Contract Price shall include all compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all work necessary fully to complete the Project as intended.

Section 4.02. HARMONIZATION OF CONTRACT DOCUMENTS.

The Contract Documents are complimentary, and what is required by anyone shall be as binding as if required by all. The Contract Documents are intended to be coordinated to describe and provide for the complete Project. However, where conflicts exist between the CONTRACT DOCUMENTS, such conflicts shall be clarified to the following order, the first taking precedence over the lower ranked:

CONTRACT CHANGE ORDERS
ADDENDA
SPECIAL PROVISIONS
TECHNICAL SPECIFICATIONS/PROVISION
CONTRACT DRAWINGS
CONSTRUCTION AGREEMENT (CONTRACT)
NOTICE TO BIDDERS
GENERAL CONDITIONS
STANDARD CONSTRUCTION SPECIFICATIONS
CONTRACTOR'S PROPOSAL BID

Scale drawings, full sized details, and technical specifications are intended to be coordinated and to agree fully. unless specifically noted otherwise in the Technical Specifications, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely as specified in accepted submittals and the manufacturers' instructions and/or recommendations.

For convenience, the Specifications and Drawings in the Contract Documents are arranged in several sections, but such separation shall not be considered as the limits of the Work required by any separate trade. The terms and conditions of the Work to be performed by any subcontractor are strictly between the Contractor and such subcontractor.

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Section 4.03. LOCATIONS.

The locations of equipment, wiring, piping, and similar materials and equipment are shown diagrammatically in the Contract Documents; actual Site conditions may not always permit their installation precisely in the location shown on the Contract Drawings. Contractor shall coordinate installation of equipment.

Section 4.04. SITE CONDITIONS.

Where investigations have been conducted by the County of existing conditions on the Site including subsurface conditions, such investigations are made for the purpose of design only and for the information of bidders. The results of such investigations represent only the statement by the County as to the circumstances and character of materials actually encountered by the county during the investigations. The County makes no guarantee or warranty, express or implied, that the conditions indicated are representative of conditions existing throughout the Site of the Project or any part of it, or that unanticipated conditions might not occur.

All excavation work shall be performed on an "unclassified basis; that is, shall include the removal of all material encountered including earth or rock formations, regardless of type or hardness thereof or groundwater conditions in the excavation, the cost of such excavations being included in the Contract Price at the time of bidding. Unclassified excavation work does not include drilling or blasting operations, unless otherwise specified in the Technical Specifications.

Section 4.05. PROJECT RECORD DOCUMENTS.

The Contractor shall maintain at the Site such Project record documents as are required by the Contract Documents.

At a minimum, the Contractor shall maintain one record copy of all drawings, specifications, addenda, work authorizations, change orders and other modifications, in good order and marked currently to record all changes made during construction, and accepted submittals.

With his request for final payment, the Contractor shall submit such record drawings to the Contract Administrator for approval. The contractor shall make all corrections necessary to produce accurate and complete record drawings showing the "as-built" Project.

The Project Record Documents shall be kept accurately and currently to show the precise locations and depths below finish grade of all components of the Project, as constructed.

Section 4.06. CONTRACTOR'S SUPERVISION AND COORDINATION OF THE WORK.

It is the Contractor's basic responsibility to execute and complete the Work necessary to construct the Project as intended by the Contract Documents, whether the Work is being performed directly by the Contractor, or by subcontractors of the Contractor. In all cases, the Contractor shall cooperate reasonably and in good faith with the Contract Administrator to the end that unnecessary Clarification requests are avoided, and the Work flows smoothly to a fully completed Project for the Contract Price, within the Contract Time.

The Contractor is responsible to thoroughly review and become familiar with the Contract Documents, and to identify conflicts, internal inconsistencies and/or ambiguities claimed by the Contractor to exist in the documents. By execution of the Agreement for Construction, the Contractor represents that it is fully competent, skilled and experienced to secure the performance of all Work needed to complete the Project intended and will utilize fully such competence, skill, and experience in interpreting the Contract Documents to produce the results intended. Prior to requesting a Clarification, the Contractor shall exert its best efforts to resolve problems in the field.

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The Contractor is responsible to supervise and coordinate the work of all subcontractors. The Contractor shall exert its best efforts to resolve problems presented by Subcontractors.

The Contract Administrator shall consider no request by Contractor for a Clarification on its own behalf or on behalf of a subcontractor unless the request details the Contractor's efforts to resolve the issue, the results thereof, and demonstrate that the Contractor's efforts comply herewith. In all such cases, the Contract Administrator reserves the right to require the Contractor to make additional efforts to resolve the issue rather than issuing a Clarification.

Section 4.07. CLARIFICATIONS AUTHORIZED.

The Contract Administrator is authorized to furnish during the progress of the Work such Clarifications as the Contract Administrator deems are necessary to make clear and to define in greater detail the intent of the Contract Documents. Such Clarifications shall be incorporated by reference into the contract Documents, and the Contractor shall make his Work conform to all such Clarifications. In the event of conflict between the original Contract Documents and subsequently issued Clarifications, the Clarification most recently issued shall control.

Section 4.08. CLARIFICATIONS; PROCEDURE.

A. **Contract-Initiated Requests.** Should the Contractor discover any conflicts or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents; or if it appears to the Contractor that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents; and provided that the Contractor has exerted its best efforts to interpret the Contract Documents and resolve the issue as required by Section 4.06; then before proceeding with the Work affected, the Contractor shall notify the Contract Administrator and request a Clarification.

The Contractor's request for Clarification shall be in writing, accompanied by sketch drawings and the materials necessary to explain and illustrate the problem in detail, and shall explain the Contractor's previous efforts to resolve the issue and the results thereof.

If the Contractor has proceeded with Work which was eligible for a clarification, but regarding which the Contractor failed to request a clarification, the Contractor shall not be entitled to, nor shall it request, any adjustment to the Contract Price or Time, caused by or resulting from such Work. The Contractor proceeds with such Work at its own risk, and shall make good any resulting damage, defect or extra work produced by such work.

B. **County-Initiated Clarifications**. At any time, the Contract Administrator may issue Clarifications to explain the Work more fully. The Contractor shall perform the Work as required by the Clarification.

C. **Incorporation in Contract**. All duly issued Clarifications shall become part of the Contract Documents upon delivery to the contractor.

D. **Procedure for Extra Work Claims**. If the Contractor contends that any clarification requires Work beyond the Scope of the Agreement, the procedures in Section 17.05 shall be followed.

Section 4.09. CONTRACT ADMINISTRATOR'S INVESTIGATION AND RESPONSE TIME.

Upon receipt of Contractor's request for a Clarification, the Contract Administrator shall conduct such investigations as he deems appropriate, including consultation with the Project Architect as necessary to decide the Contractor's request for Clarification.

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In all cases, if the request is incomplete or does not demonstrate the Contractor's compliance with this Article, the Contract Administrator may reject the request unprocessed and return it to the Contractor. There shall be no time extension on account thereof.

Within fourteen (14) days following receipt of the Contractor's fully documented request for Clarification, the Contract Administrator shall issue his written response to the Contractor. If the Contract Administrator rejects the Contractor's request for Clarification, the Contractor shall perform the Work in accordance with the Contract Documents.

If the contract Administrator issues a Clarification, the Contractor shall perform the Work in accordance with the Clarification.

Section 4.10. DISPUTE AS TO SCOPE OF CONTRACT DOCUMENTS.

If the Contractor contends that any Work required by a clarification is outside the Scope of the Contract Documents as specified in section 4.01, the Contractor shall, within five (5) days of receipt of the Clarification, submit a written request for a Change Order to the Contract Administrator.

Such request shall specify all details of why the Contractor contends that the Work exceeds the Scope of the Contract Documents, and shall include an estimate by the Contractor of the cost to perform the Work, which complies with Section 16.05 hereof, and of the time to perform the Work, which complies with Section 3.08 hereof.

Upon timely delivery of a request by the Contractor, the Contract Administrator shall, within fourteen (14) days, consult with the Project Architect, as needed, and respond to the Contractor's request.

Such response shall either confirm the original Clarification, as within the scope of the work, and order the Work to be performed with no extension of time or increase in contract amount, or approve the Contractor's request, in which case a work Authorization will be issued, if authorized by Section 16.03 hereof, or Change Orders will be processed to adjust the Contract Price and/or Time equitably.

The Contractor acknowledges that the purpose of this Section is to allow the County advance Notice of Contractor's contention that a Clarification is beyond the Scope of the Agreement, so that the County may reconsider the Clarification before the Clarification Work is incorporated in the Project and such reconsideration is futile. Therefore, the Contractor agrees that if it proceeds with such Work without providing such Notice or before the Contract Administrator's response, the Contractor does so at its own risk and cost. Extra costs and/or time caused by or resulting from such Work shall be at the Contractor's expense, and the Contractor shall make good any resulting damage, defect, or extra Work produced by such Work.

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ARTICLE 5.

SUBMITTALS.

Section 5.01. REQUIRED SUBMITTALS; TIME.

No portion of the Work requiring submittals shall be commenced until the submittal has been accepted by the Contract Administrator. Should the Contractor proceed with any work requiring a submittal before acceptance thereof, the Contractor shall remove and replace any Work which is not in accordance with the Contract Documents and shall bear the risk of loss due to resulting damage, defects, or added costs.

The Contractor shall provide all submittals required by the Technical Specifications in accordance with the procedures set forth in the Contract Documents 1.

All submittals shall be complete in every respect and shall include all information required both by the particular Technical Specification section and the Contract Documents.

The Contract Administrator shall not process submittals that are not complete in all respects, legible, reproducible, and sufficiently dimensioned and detailed to demonstrate compliance with the Contract Documents.

The Contract Administrator may reject all or any portions of a submittal which fails to comply with the Contract Documents, and the Contractor shall resubmit the entire submittal or the rejected portion, whichever is ordered by the Contract Administrator.

The Contractor shall be entitled to no Contract Time or Price adjustment for delays occasioned by the failure of the Contractor's submittals to comply with the Contract Documents.

Section 5.02. TIME FOR SUBMITTALS.

A. Time Generally. All submittals shall be submitted by the Contractor at the time specified by the Contract Documents, and the applicable portions of the Technical Specifications; provided, however, that in all events, Contractor shall submit all submittals so as not to cause a delay in the Work, including a reasonable time for review by the Contract Administrator. Unless otherwise specified in the Technical Specifications, the time for review by the Contract Administrator shall be no more than twenty-one (21) days.

B. **Submittals within Twenty-One (21) Days Following Notice to Proceed**. Within the first twenty-one (21) days following issuance by the County of a Notice to Proceed, the Contractor shall make the following submittals, including all information required by the General Conditions, Section 01340 of Division 1, and all other the applicable Technical Specifications:

1) All data required by the Contract Documents to substantiate a Request for Substitution.

2) Proposed substitutions, with all substantiating data, for all materials listed as "unavailable materials" on the Contractor's initial submittal, pursuant to Section 3.02-A hereof.

3) A critical path schedule, if required by the Contract Documents.

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4) Any other submittals requested by the Contract Administrator to be received within the first 21 days following issuance of a Notice to Proceed.

C. **Submittals After 21 Days Following Issuance of the Notice to Proceed**: All other submittals required by the Contract Documents shall be submitted in conformity with the time requirements thereof, and in no event later than specified on the schedule of submittals approved pursuant to Section 3.02-G hereof.

Section 5.03. CONTRACTOR'S RESPONSIBILITIES REGARDING SUBMITTALS.

The Contractor shall review and approve all submittals, including those originating with subcontractors and suppliers, before submitting them to the Contract Administrator.

By making a submittal, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

It is the Contractor's responsibility to specifically point out any variation or discrepancy between submittals and the Contract Documents, or between a re-submittal and the notations on the original Submittal. The Contractor shall make specific mention of all such variations, along with an explanation of why they are requested, in his letter of transmittal.

Failure by the Contractor to identify in his letter of transmittal with the submittal any variation, discrepancy, or conflict with the Contract Drawings shall render acceptance of the submittal null and void, and the Contractor shall bear all risk of loss and reconstruction costs or delays.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Contract Administrator's action on a submittal unless the contractor has complied with this section and the Contract Administrator expressly authorizes such deviation.

If any plumbing, mechanical, electrical, or structural modifications are required as a result of submittals that do not comply with the Contract Documents, such modification shall be made without extra cost to the County, and without extension of the Contract Time.

Section 5.04. ACTION ON SUBMITTALS.

The Contract Administrator shall take one of the following actions on a submittal:

"APPROVED": Fabrication, manufacture, or construction may proceed providing submittal complies with Contract Documents.

"APPROVED AS NOTED": Fabrication, manufacture, or construction may proceed providing submittal complies with Project Architect's notations thereon and Contract Documents. If for any reason the Contractor cannot comply with notations, the Contractor shall resubmit as described for submittals stamped **"REVISE AND RESUBMIT"**.

"REVISE AND RESUBMIT": Submittal does not comply with Contract Documents, and fabrication, manufacture, or construction shall not proceed. The Contractor shall make a new submittal conforming to the Contract Documents. Submittals stamped **"REVISE AND RESUBMIT"** shall be attached as an Exhibit to the re-submittal(s) for the specified items.

"NOT APPROVED": Fabrication, manufacture, product and/or construction does not conform to Contract Documents. Such fabrication, manufacture, product or construction shall not proceed and

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are not permitted on the site. The Contractor shall make a new submittal, including a new proposed for fabrication, manufacture, product and or construction conforming to the Contract Documents.

"NO ACTION REQUIRED: Submittal is not required by this contract for this material or product. If Contractor wishes comment on this particular material or product, a submittal of a letter from Contractor explaining his purpose for submittal should accompany any future submittal.

Approval is only for conformity with the Design concept of the Project and compliance with the intent of the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the work of all trades.

Section 5.05. EFFECT OF ACCEPTANCE OF SUBMITTALS.

The acceptance of submittals shall not relieve the Contractor of any obligation for quantities, accuracy of dimensions and details for property coordination, fitting and construction of the Work; for errors or omissions in the submittals; for conforming the Work to the requirements of the Contract Documents and all applicable laws and regulations; or from responsibility to fulfill the Contract at no extra cost to the County, within the Contract Time.

The County will review submittals for conformity with the Contract Documents, and acceptance thereof operates only with reference to such conformity. The County will attempt to discover errors, but the responsibility for accuracy and completeness of all submittals is the Contractor's.

After a submittal has been accepted, the Work shall proceed in accordance therewith.

The acceptance of samples provided with submittals shall be for the characteristics thereof, for the uses named in the action on the submittal, and for no other. Acceptance of samples shall not constitute a modification in any requirement of the Contract Documents unless expressly so noted, nor shall it relieve the Contractor of its obligation fully to perform the Agreement for Construction. All material or work installed after acceptance of a sample shall be equal or better than the sample in all respects.

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ARTICLE 6.

MATERIALS; STORAGE; PAYMENT; CERTIFICATIONS.

Section 6.01. QUALITY OF MATERIAL AND PRODUCTS.

The Contractor shall, if required by the Contract Administrator, furnish satisfactory evidence as to the kind and quality of materials provided in addition to the submittals required by the Technical Specifications.

The Contract Administrator may require, and the Contractor shall submit, a list designating the source of supply of each item of material entering into the Construction of the Work, and in such event, such materials or products shall not be delivered to the Work nor installed therein until after the Contract Administrator has approved such list.

Section 6.02. BETTER MATERIAL OR PROCESS.

In the Event that Contractor furnishes a material, product, process or article better than that specified in the Contract Documents, the difference in cost of such material, product, process or article shall be borne by the Contractor, unless the County previously specifically authorized the use of such item and a Contract Price adjustment therefore.

Section 6.03. INDUSTRY STANDARDS.

Unless otherwise specified in the Technical Specifications:

A. Any material specified by reference to a number, symbol or title or a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with requirements in the latest revision thereof including any amendments or supplement thereto, in effect on the date of the Contractor's Bid, except as limited to type, class or grade, or modified in such reference.

B. The standard referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications. These standards are not specified in detail for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

1) Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office.

2) Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.

3) Where Commercial Standards or Product Standards are referred to as a measure of quality, standard and method of fabrication, they refer to Commercial Standards and Product Standards issued by the U.S. Department of Commerce.

4) Where industry standards numbers are used, they refer to the latest tentative specifications, standards specifications, standards method or standard methods of testing, issued for example by the American Society for Testing Materials, unless specifically noted.

See Section 01 42 13 - Standard Abbreviations and Symbols for details on Abbreviations and Symbols.

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Section 6.04. MATERIALS AND PRODUCTS STORAGE.

The Contractor shall confine the storage of all materials, products and equipment required in the performance of the Work to the area specified on the contract Drawings.

The County reserves the right, at the sole discretion of the Contract Administrator, to require materials to be stored off the Site in a bonded warehouse or other approved location. The County shall provide such location free of charge to the Contractor, or the Contractor shall be entitled to a Contract Price change order to off-set the actual cost thereof as defined in Section 17.02-D. Contractor shall not be entitled to overhead and profit on the rent of such facility.

The Contractor is admonished that the County has no obligation to provide a secure warehouse or other storage facilities; the Contractor takes the sole risk of loss or vandalism to any products or materials stored anywhere other than in a warehouse provided by the County.

All materials and products shall be stored in accordance with their manufacturers' instructions, with seals and labels intact and legible.

All materials, supplies and equipment to be incorporated in the Work shall be new, unless otherwise specified; of the type, capacity and quality specified; and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed and shall be kept legible.

The Contractor shall protect the Work, materials and equipment from damage due to action of the elements, trespassers, and other causes. It shall properly store materials and equipment and, when necessary or when specified by the Technical Specifications, erect such temporary structures as is required to protect them from damage.

Section 6.05. TIME FOR DELIVERY OF MATERIALS: EARLY DELIVERY.

A. **Basic Requirement:** Unless early delivery is authorized by the Contract Administrator pursuant to Subsection B. hereof, the Contractor shall limit delivery of materials and equipment to the Site to those materials and/or equipment needed for installation within thirty (30) days of the date of delivery. The Contract Administrator shall refuse payment for materials delivered to the Site that are not intended to be used within thirty (30) days of the date of delivery.

B. **Early Delivery of Materials:** The County reserves the right to allow an earlier delivery date of any materials and/or equipment. Upon inspection and approval as specified below, the Contractor shall be entitled to progress payments therefore as specified in Section 23.01.

Upon application by the Contractor, the Contract Administrator, in his sole discretion, may authorize early delivery of materials and/or equipment, and payment therefore, subject to the following requirements:

1. For purposes of this Section, "materials and equipment" eligible for payment are defined as finished goods made specifically for the Project and requiring extensive time to be manufactured or obtained. Raw materials or work in progress and not yet delivered to an approved storage location are not eligible for payment. Finished items that are readily available for purchase are not eligible for payment.

2. The Contractor's request shall demonstrate that the proposed early payment is in the best interest of the Project by accomplishing time and/or money savings.

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3. In his application for payment for such materials, the Contractor shall separately list the items for which payment is sought pursuant to this subsection. No payment shall be authorized unless the Contractor demonstrates that he is the unconditional owner of the equipment or material and executes a transfer of title to such equipment or material to the County with each request for early payment.

4. The materials for which a progress payment has been received shall be fully insured, with the County named as co-insured, segregated from the manufacturer's other work in progress and raw materials at the manufacturer's place of storage, and separately identified as being the property of the County of Yolo. Such insurance shall be primary, and the County's Builders' Risk insurance secondary.

5. The County retains the right to conduct inspections of such materials either during fabrication or during storage, at the manufacturer's plant or place of storage. The Contractor shall retain all risk of loss for such materials, however.

6. Payments for such materials shall be due only after such materials have either been delivered to the job site or to a storage location acceptable to the County, except that such payments shall not be included in the value for work in place for the purpose of calculating payments for labor and mark up.

7. The County reserves the right to specify requirements in addition to those stated above regarding early payment for materials. Such requirements shall be listed on the Contract Administrator's consent for early payments; the Contract Administrator hereby is authorized to provide such consents, with additional requirements, as are deemed necessary to protect the County.

Section 6.06. SPARE PARTS AND MAINTENANCE MATERIALS.

The Contractor shall provide spare parts and maintenance materials as required by the Technical Specifications.

Section 6.07. PROVIDING AND PAYING FOR MATERIALS, ETC.

Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, products, articles, processes, tools, equipment, and installation, and all associated superintendence of every nature whatsoever necessary to execute and complete the Work within the specified time.

Section 6.08. WARRANTY OF TITLE.

No material, article, product, supplies, or equipment for the Work under this Agreement shall be subject to any chattel mortgage, or a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier.

The Contractor warrants that, upon demand by County at any time after a progress payment has been made therefore, the Contractor will deliver to the County clear title to any materials, supplies, and/or equipment for which such progress payment was made, but which has not as yet been incorporated into the Work, such title to be free from any claims, liens, or changes, save only the Contractor's claim for the 10% withhold attributable to such materials, supplies, or equipment.

The Contractor further warrants clear title to all material, supplies, and equipment installed or incorporated in the Work, and agrees upon completion of the Work to deliver the premises, together with all

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improvements and appurtenances, constructed or placed thereon pursuant to the Agreement for Construction, to the County, free from any claims, liens, or charges.

The Contractor agrees that neither he nor any person, firm or corporation furnishings any materials or labor for any Work pursuant to the Agreement for construction shall have any right to a lien upon the premises or any improvement or appurtenances thereon; provided, however, that nothing contained in this section shall defeat or impair the rights of persons furnishing materials or labor under the Payment Bond posted by the Contractor, nor any rights covered under any law permitting such persons to look to funds due to the Contractor but withheld by the County.

This section shall not disallow the Contractor's installing any devices or equipment of utility companies or of governmental agencies, the title to which is commonly retained by the utility company or the agency.

Section 6.09. PATENTS AND ROYALTIES.

All fees, claims, or royalties for any patented or copyrighted invention, article, arrangement, or plan that may be used upon or in any manner connected with the doing of the Work or any part thereof shall be included in the price bid for doing the Work. The Contractor and his sureties shall protect and hold harmless the County and all of its officer, agents, and employees against any and all demands made for such fees or claims and against any and all suits, demands, claims, or causes of action brought or made by the holder of any invention, patent, copyright or trademark, or arising from any alleged infringement of any invention, patent, copyright, or trademark.

Before final payment, the Contractor shall furnish acceptable proof to the Contract Administrator of proper release from all such fees or claims.

Section 6.10. PAYMENT OF FEDERAL OR STATE TAXES.

Any Federal, State, or local tax, specifically including sales and use taxes, payable on materials incorporated in the Work shall be included in the Contract price and paid by the Contractor.

The County will furnish the contractor with a certificate, on forms provided by the Contractor, to the effect that such materials are for the exclusive use of the County.

Section 6.11. PRODUCT CERTIFICATION.

Where required by the Technical Specifications, the Contractor shall submit proper product Certifications, which demonstrate the product's conformity to the Technical Specifications. Article 5 shall apply thereto.

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ARTICLE 7.

PRODUCT OPTIONS AND SUBSTITUTIONS.

Section 7.01. APPLICABILITY OF ARTICLE.

This Article authorizes the Contractor to request substitutions of equal materials pursuant to Public Contracts Code Section 3400. Applications for such Substitutions shall be considered by the County only if the contractor's submittal is received within the time and includes all information specified herein and in the Contract Documents.

The Contractor is responsible to file all such requests on behalf of all subcontractors and product supplies; the County shall consider no request filed by a subcontractor or product supplies.

Only one request for Substitution shall be considered for each product specified. If the Contractor's request for Substitution is denied, the Contractor shall provide the specified first preference product.

Section 7.02. EFFECT OF BRAND NAME MATERIALS SPECIFICATION.

Unless otherwise expressly specified, whenever in the Contract Documents any materials, products, processes or articles are indicated or specified by the name brands of the manufacturers or products, or by patent or proprietary names, such Specifications shall be deemed to be followed by the words, "or equal", unless the specification expressly states that there is no known equal, or that the particular product specified is a unique or novel product application required to be used in the public interest. When materials are specified by reference to brand names, such specification is intended to incorporate all specifications of the listed brand as the measure of the type, quality and utility of the material so specified, and is not intended to limit the bidding, directly or indirectly, to any one specific concern.

Section 7.03. NECESSITY FOR SUBSTITUTION REQUESTS.

If materials are specified only by reference to standards, with no brand or proprietary trade name listed, any product meeting the specified standards may be provided, and no request for Substitution is required. No product not meeting the specified standards shall be provided unless a change order is approved so authorizing.

If materials are specified by listing more than one manufacturer or product, and the specification does not list one as the first preference manufacturer or product and the others as optional, any manufacturer or product listed may be provided, and no request for Substitution is required. If material is proposed other than the listed manufacturers or products, a Substitution shall be proposed by the Contractor pursuant to this Article.

Section 7.04. TIME FOR REQUESTING SUBSTITUTIONS.

All requests for Substitutions shall be submitted to the Contract Administrator no later than thirty-five (35) calendar days from the date of the Award of Contract. Thereafter, this Article shall be of no further effect, and the Contractor shall provide only the material specified.

Any further requests to provide materials other than those specified shall be treated as Change Orders, subject to Article 16. The County reserves the right to refuse to accept applications for such Change Orders and has no obligation to review such applications. Such applications shall not be accepted for review unless the Contract Administrator has previously determined that it is in the County's best interest to do so.

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Section 7.05. APPLICATION FOR SUBSTITUTIONS; CONTENTS.

Applications for Substitutions shall be accepted for review only if the application is timely filed, and includes the following information:

A. All Technical Specification Section Number(s) where the material is specified;

B. If the material is proposed as an "or equal" Substitution, submittals to demonstrate that the material in fact is equal in all respects to that specified or, if applicable, to the first preference specified, including detailed drawings, construction specifications, performance specifications and warranty information for the material proposed for Substitution.

C. Complete Working Drawings and specifications demonstrating how the Substitution is to be incorporated into the Work so that the system of which the substituted material is a component will be a coordinated system fully compatible with all related systems, in conformity with the intent of the Contract Drawings.

D. Complete identification of all changes in related Work necessary to accommodate the Substitution, including but not limited to structural, mechanical and electrical changes.

E. Cost information necessary to evaluate the net difference in cost of the specified material against that proposed for Substitution, including the supplies' cost quotations and the Contractor's labor estimates.

F. Contractor's written assurance that the material is in fact equal in all respects to the material specified, or if applicable, the first preference specified; and that if the Substitution is accepted, the Contractor will bear all costs of incorporating the substituted material into the Work to provide a complete system which conforms to the design intent; and that no Contract Price or Time increase will be sought by Contractor on account thereof.

Failure by the Contractor to identify all deviations from the Contract Documents in his request for Substitution shall render any County action taken thereon null and void. Contractor shall bear all costs resulting from any error in the request for Substitution.

Section 7.06. ACTION ON REQUEST.

Within twenty-one (21) days of receipt of complete submittals requesting a Substitution, with all supporting data necessary to evaluate the request, the Contract Administrator shall evaluate and act on the request. The decision of the Contract Administrator shall be final. No Contract Time Extensions shall be allowed on account of an incomplete request for Substitution or the timely decision on such request.

The Contract Administrator shall authorize a Substitution only if he finds that the material requested is equal in all respects to that specified and is consistent with the design intent of the Contract Drawings.

The Contractor shall bear the burden of proving to the County's satisfaction that the material proposed in the substitution request is of equal quality and performance to the originally specified material in all respects and is compatible with the design intent.

The Contract Administrator's evaluation shall consider, but is not limited to, the following factors:

A. All product data for the originally specified material as against that for the requested Substitution;

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B. The compatibility of the substitution with the remaining components of the system(s) of which it is a part.

C. The conformity of the Substitution with the design intent.

D. The length and terms of the warranties for the material proposed in the Substitution.

E. The net cost advantage to the County for granting the Substitution request.

Section 7.07. SAMPLES AND TESTING OF PROPOSED SUBSTITUTIONS.

If the Contract Administrator determines that samples and/or testing are required to decide a request for a Substitution, he shall so advise the Contractor, and specify the materials or work to be sampled and/or tested. The Contractor shall at no cost to the County, provide such samples and testing as required to evaluate the requested Substitution. The results of the testing shall be evaluated by the Contract Administrator before action on the Substitution request. The time during which the sampling and testing is being conducted shall not be included within the time specified in Section 7.06.

Section 7.08. DESIGN COSTS FOR SUBSTITUTION.

If a Substitution is accepted, Contractor shall bear all costs associated therewith, including the cost of architect's and/or engineer's services required to adapt the substitution to the design to the complete satisfaction of the County, and all costs of mechanical, electrical, structural or other changes needed to adapt the Substitution to the Work. Contractor shall also bear all cost increases to the County for construction management services being provided to the County by independent contractors, resulting from the substitution.

Section 7.09. EFFECT OF ACCEPTANCE.

If a Substitution is accepted, the Contractor shall be solely and directly responsible for setting accepted substituted materials and/or equipment and systems into the available space, and for the proper operation of the substituted equipment with all other equipment with which it may be associated, all in a manner acceptable to the County and which conforms to the design intent.

No time extension shall be granted on account of a Substitution. The Contract Price shall be adjusted by the price difference between the accepted Substitution and the originally specified (first preference) material. Neither acceptance nor rejection of a Substitution request shall relieve the Contractor of any obligation to perform the Agreement for Construction according to its terms, other than as expressly modified by the accepted Substitution.

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ARTICLE 8.

SAMPLES, TESTS AND TESTING LABORATORIES.

Section 8.01. CONTRACT COMPLIANCE TESTING; SAMPLES.

Materials and/or work that require sampling and/or testing to determine compliance with the Contract Documents are specified in the Technical Specifications. The Contractor shall bear the full cost of providing samples when required to perform the specified tests, and shall take, store and provide such samples in the manner specified in the Technical Specifications, including Division 1.

All such samples shall be selected by the Contract Administrator or the Testing Laboratory employed by the County.

Section 8.02. DELIVERY OF SAMPLES.

The Contractor shall, at his sole cost and expense, furnish, package, mark, and store all samples to be tested. Chain-of custody and sample security precautions shall be utilized, as specified or as instructed by the Contract Administrator.

Collection, preparation, curing and delivery of all samples shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing.

Section 8.03. TESTING LABORATORY; COSTS.

The County shall employ and pay for the services of one or more independent testing laboratory(ies) ("Test Laboratory") to perform all required contract compliance testing expressly specified in the Technical Specifications as being provided by the County.

The County reserves the right to utilize the Yolo County Public Works concrete testing laboratory for any and/or all specified concrete or paving tests.

All testing not specified as being provided by the County shall be provided by the Contractor, using testing agencies with the specified qualifications.

The County reserves the right to require the Contractor to provide samples and to perform tests in addition to those samples and/or tests specified in the Technical Specifications. In the event the County orders such additional samples and/or tests, the County shall be obligated to pay therefore only if the sample and/or test is acceptable. If the sample and/or test does not comply with the Contract Documents, the County shall deduct the cost of the extra testing, and any subsequent re-testing, from the next progress payment.

If the Contractor determines that testing in addition to that specified is necessary and/or convenient, the Contractor shall employ a separate testing laboratory. The results of such tests shall not be binding on the County.

Section 8.04. RE-TESTING.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and the original test and all further sampling and testing required by the

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County shall be at Contractor's expense. Re-testing shall not be charged against the specified contingency or testing allowances, if any.

Section 8.05. ACCESS TO SITE; COOPERATION.

The Contractor shall allow free access at all times to the representatives of the County's testing laboratory or consultant to the Work, or to any off-site area where Work is being performed and shall point out the sources from which samples are taken.

The Contractor shall cooperate with the testing laboratory to facilitate execution of its services and shall provide quantities of samples as specified.

Section 8.06. DAMAGE DUE TO TESTING.

Contractor shall, at his sole cost and expense, repair all damage resulting from testing or retesting specified in the Contract Documents. The County shall issue a Contract Price adjustment for repair of damage due to sampling or testing in addition to that specified in the Contract Documents, if and only if the additional testing shows full compliance with the Contract Documents; otherwise, the Contractor shall be obligated to repair such damage.

Section 8.07. RESULTS OF SAMPLING/TESTING.

No materials or work of which samples and/or tests are required shall be used or covered until the Contract Administrator approves such samples and/or tests. If the Contractor installs, uses or covers any such material, article or work prior to testing and approval, such shall be at Contractor's sole risk and expense, and he shall bear all costs of uncovering, repair and replacement thereof.

Upon testing of any sample of material or work, no additional sample shall be considered.

Section 8.08. EFFECT OF SAMPLING AND TESTING.

The County assumes no obligation, and the Contractor shall be relieved of no obligation undertaken pursuant to the Agreement for Construction, by virtue of sampling and testing specified in this Article. The responsibility for incorporating satisfactory materials and workmanship, which meet the Contract Documents, into the Work rest entirely with the Contractor, notwithstanding any prior samples or tests.

The Contractor is not relieved of this obligation by virtue of the results of any test or the failure of the testing laboratory or consultant accurately to ascertain or report test results.

Section 8.09. CODE COMPLIANCE TESTING; COSTS.

The Contractor shall bear all costs for all sampling and/or testing required by all agencies of jurisdiction regarding compliance of the Work with the Codes those agencies enforce. Examples include but are not limited to Building, Fire, Health, Air Pollution, and CALOSHA Code and regulation and compliance testing.

The Contractor shall arrange for and conduct all such testing in conformity with applicable codes and regulations and shall schedule the testing so as not to delay the Work.

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ARTICLE 9.

REJECTION AND REPLACEMENT OF WORK AND MATERIALS.

Section 9.01. REJECTION OF MATERIALS AND WORKMANSHIP.

The County shall reject materials that are determined by the Contract Administrator to be defective or fail to comply fully with the Contract Documents, and workmanship that is not first-class, competent and workmanlike in all respects. Rejected workmanship shall be corrected satisfactorily and rejected materials shall be removed from the premise and replaced, all without cost to the County.

Section 9.02. REMOVAL OF REJECTED MATERIALS.

The Contractor promptly shall remove from the Site all materials that have been rejected.

Upon request by the Contract Administrator, the Contractor shall submit a statement of the source for rejected materials. The County reserves the right to notify such source that the specified materials have not been and will not be incorporated into the Work, and no claim or stop notice therefore will be recognized. The Contractor shall fully indemnify the County for any claims, costs, or demands made by any supplier regarding such materials. The County reserves the right to satisfy any such supplier's claims by issuing a warrant jointly payable to the Contractor and the supplier, the amount of which shall be deducted from the next progress payment due to the Contractor.

Section 9.03. FAILURE TO REMOVE REJECTED MATERIALS.

If the Contractor does not remove rejected materials within a reasonable time, fixed by the written notice from the Contract Administrator, the County may remove such materials and may store or return the materials to the supplier, all at the expense of the Contractor. Contractor shall also bear the cost of replacement of any work damaged due to the removal of materials pursuant to this Section.

Any materials removed and stored pursuant to this section shall remain the property and the responsibility of the Contractor, and it is the Contractor's obligation to dispose of such materials. Such materials shall not again be brought upon the Site or any County-approved storage facility.

Section 9.04. FAILURE TO CORRECT REJECTED WORK; WITHHOLD AND DEDUCTION.

If the Contractor fails to correct rejected workmanship and/or materials, the County may withhold the cost to correct the rejected work, and the value of the rejected materials, from the Progress Payments due the Contractor.

If the work is not corrected prior to recordation of a Notice of Cessation or Notice of Completion, the County shall process a Contract Price Change Order to decrease the Contractor's final payment by an amount equal to the cost to cure the defect, measured by the cost the County would incur to purchase and install the specified material, and/or to correct the faulty workmanship, to bring the Work into full compliance with the Contract Documents.

Section 9.05. RESERVATION OF RIGHTS.

The County's authority to reject work under this Article is in addition to all other County rights under the Agreement for Construction. Neither the County's action or inaction under this Article shall relieve the Contractor from any obligation under this Agreement, nor constitute a waiver by the County of any other right under the Agreement for Construction.

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ARTICLE 10.

SUPERVISION AND LABOR.

Section 10.01. SKILLED LABOR.

All labor shall be especially skilled for the kind of Work required, shall be conducted under the direction of a competent foreman, and workmanship shall be of the highest quality and finish, competent and workmanlike in all aspects.

All workers shall meet the skill and experience requirements specified in the applicable sections of the Technical Specifications.

Section 10.02. NO TENANCY.

All workers, contractors, or Contractor's representatives are admitted to the Site only for the proper execution of the Work and have no tenancy.

Section 10.03. DISMISSAL OF UNSATISFACTORY EMPLOYEES.

All employees engaged in the Work will be considered employees of the Contractor.

The Contractor shall discharge, or cause a subcontractor to discharge, any incompetent employee, any employee not skilled for the type of work required, or any employee who violated the standard set forth in Section 10.06 habitually or flagrantly.

Section 10.04. PERSONAL ATTENTION AND SUPERINTENDENCE; CONTRACTOR'S AGENT.

The Contractor shall supervise the Work to the end that it shall be faithfully prosecuted.

The Contractor at all times keep a Project Superintendent, fully empowered to act as agent for the Contractor, on the Site or available by telephone and within a reasonable distance. Contractor shall advise the County in writing of its agent, and of any limitations on the agent's authority to act on behalf of the Contractor. Regardless of such limitations, the Contractor shall be responsible for the faithful observation of all instructions delivered to it or its Project Superintendent, and representations on behalf of the Contractor by the Superintendent shall be binding on the Contractor.

Section 10.05. AUTHORIZED COUNTY VISITORS TO THE SITE.

The Contract Administrator shall specify those individuals who are entitled to access to the Site.

If the Contractor has complaints regarding the presence or conduct of any authorized individual on the Site, the Contractor shall report such complaint to the Contract Administrator, and shall conform to the instructions of the Contract Administrator regarding the complaint.

After consultation with the Contract Administrator, the Contractor may enforce reasonable regulations to secure the safety of authorized visitors. Such regulations may include the requirements to check in at a designated location and wear "hard hats" in specified areas.

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Section 10.06. RELATIONSHIPS OF EMPLOYEES AND COUNTY EMPLOYEES AND THE PUBLIC.

It is the policy of the County of Yolo and the law of this State that all County employees be free from sexual, racial, or other harassment at their workplace; it is the policy of the County that all members of the public likewise be free there from.

It is Contractor's responsibility to supervise all workers on this Project to the end that their conduct does not result in a violation of this policy.

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ARTICLE 11.

SUBCONTRACTORS; LISTING AND BID; SUBSTITUTION.

Section 11.01. SUBCONTRACTORS; CONTRACTOR'S SUPERVISION.

Nothing contained in the Agreement for Construction shall create any contractual relationship between any subcontractor and the County of Yolo. The County's only contract is with the Contractor.

The Contractor shall be as fully responsible to the County for the performance and/or omissions of all first-tier and lower-tier subcontractors and their employees and agents as it is for its own performance and omissions.

It is the Contractor's responsibility, not the County's, to resolve disputes between subcontractors and/or between the Contractor and subcontractors. The Contractor shall not simply refer issues raised by subcontractors to the Contract Administrator. Prior to referring any controversy, issue, or request made by any subcontractor to the County, the Contractor shall exert his good faith best efforts to resolve the issue. Upon referring any such request, the Contractor shall accompany it with a submittal specifying efforts taken by the Contractor to resolve the issue. Should the Contract Administrator determine that the Contractor has not satisfied his obligation pursuant to this section, the Contract Administrator may reject the Contractor's submittal. The Contractor shall not be entitled to either a Contract Price or a Contract Time Change Order as a result of such rejected submittal.

It is also the Contractor's responsibility to supervise all subcontractors' compliance with all safety, wage and hours, equal employment opportunity and related regulations, including reporting requirements.

The County shall not entertain any request for, nor engage in, arbitration or dispute resolution between subcontractors, subcontractors and the Contractor, nor any agency with Code compliance, safety, wage and hours, and/or equal employment opportunity jurisdiction. However, in the event of such dispute, the Contract Administrator may request the Contractor to provide a complete written explanation of all facts underlying the dispute and may attend or call any meetings between the disputing parties. The Contractor shall provide such information to the Contract Administrator upon his request.

The County shall not be liable to the Contractor for any claims by subcontractors, suppliers, laborers, workers, or any other person, including claims that are settled by and assigned to the Contractor. The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees from and against any and all such claims.

Section 11.02. DISPUTES BETWEEN SUBCONTRACTORS AND/OR CONTRACTOR.

If, through acts of neglect on the part of the Contractor, including failure to supervise and control his subcontractors, any other contractor, subcontractor, or workman shall suffer loss or damage on the Work, Contractor agrees to settle with such other contractor, subcontractor, or workman by agreement or arbitration, if such other contractor, subcontractor, or workman shall assert any claim against the County of Yolo or any of its officers, agents, or employees, on account of any damage alleged to have been so sustained.

In the event of the receipt of any such claim, the County shall notify the Contractor, who shall defend, indemnify, and save harmless the County and all of its officers, agents, and employees against any such claim, pursuant to Section 2.05 hereof.

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Section 11.03. LISTING OF SUBCONTRACTORS.

Contractor shall comply with the requirements in the Instructions to Bidders regarding the listing of subcontractors and shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contracts Code Sections 4100 and following, forbidding bid shopping and bid peddling and requiring accurate listing of all subcontractors.

Should the Contractor violate any provision of that Chapter, such violation shall be deemed a breach of the Agreement for Construction, and the County shall have all remedies provided by California law including, but not limited to, those provided in Public Contracts Code Section 4110, allowing termination of the Contract or a penalty assessment of 10% of the subcontract.

Section 11.04. TERMINATION OF UNSATISFACTORY SUBCONTRACTORS.

When any portion of the Work that has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the Contractor shall terminate the subcontract for such work.

Any such subcontractor who is discharged shall not again be employed on the Project.

Any termination of a subcontractor pursuant to this section shall be in strict conformity with the Subletting and Subcontracting Fair Practices Act, Public Contracts Code Sections 4100 and following.

Section 11.05. SUBCONTRACTORS' INSURANCE.

All subcontractors shall procure and maintain the insurance required by Article 2 hereof. Contractor shall supervise subcontractors to enforce this requirement and shall allow no subcontractor to evade this requirement.

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ARTICLE 12.

STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY.

Section 12.01. PREVAILING WAGE RATE NOTICE

As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the Work on the project is to be performed for each craft, classification, or type of Worker needed to execute this Contract. The prevailing rates so determined are on file with the COUNTY, and they are available for public inspection. They may also be obtained on the internet at http://www.dir.ca.gov/DIR/S&R/statistics_research.html. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The CONTRACTOR shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

If the Project is subject to the requirements of Title 8 of the California Code of Regulations, Section 16461, the CONTRACTOR shall post on the jobsite a Notice containing the following language:

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU.

SB 854 (2014) established a public Works CONTRACTOR registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public Works projects.

- Pursuant to Labor Code section 1725.5 and 1771.3, contractors and subcontractors who intend to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. CONTRACTOR and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project. Information is available at: http://www.dir.ca.gov/Public-Works/PublicWorks.html. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be CONTRACTOR's sole responsibility to evaluate and comply with all labor compliance requirements and applicable laws in performing the Agreement for Construction.

Section 12.02. PAYMENT OF PREVAILING WAGE RATES.

Pursuant to Labor Code Section 1772, Workers employed by contractors or subcontractors in the execution of any contract for public Work are deemed to be employed upon public Work as defined in Labor Code Sections 1720-1725. Therefore, the CONTRACTOR shall pay, and shall cause all subcontractors, whether under contract with the CONTRACTOR or under contract with any subcontractor, to pay not less than the specified prevailing wage rates to all Workers employed in the execution of this Contract.

In accordance with Labor Code Section 1775, the CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by subcontractors to employees by periodic review of the certified payrolls of the Subcontractors.

Section 12.03. WAGE RATES FOR CRAFTS NOT LISTED.

The responsibility to check prevailing wage rates is the CONTRACTOR's. Pursuant to Labor Code Section 1773, the CONTRACTOR may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The CONTRACTOR may also petition the Director of DIR to make a determination for a particular craft, classification or type of Work not covered by a general determination. Pending the review or

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determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the bid or Contract Price shall be made if such assumption is incorrect.

Section 12.04 RECORDS OF HOURS WORKED AND WAGES

The CONTRACTOR shall keep, and shall cause all subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the COUNTY and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code. The certified payroll records shall contain at least the following information: the name, address, social security number, Work classification, dates of payroll period, 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 the CONTRACTOR and/or each Subcontractor in connection with the Work.

In the event that the CONTRACTOR and/or any subcontractor fails to submit certified payroll records to the COUNTY within ten (10) calendar days of a request from the COUNTY for the records, the CONTRACTOR and/or the Subcontractor shall, as a penalty, forfeit one hundred dollars ($100) per calendar day, per Worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due and/or to become due. The CONTRACTOR is not subject to this penalty assessment due to the failure of a Subcontractor to comply with these requirements if the CONTRACTOR can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

The CONTRACTOR shall not carry on its payrolls any person not actually employed by the CONTRACTOR, nor shall it carry on its payroll's employees of any Subcontractor. The CONTRACTOR shall show on its payrolls all persons actually employed by the CONTRACTOR on the Project, in any capacity. The CONTRACTOR shall cause all subcontractors on the Project, whether under contract with the CONTRACTOR or under contract with any subcontractor, to comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the CONTRACTOR, or any subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. CONTRACTOR shall preserve and cause all Subcontractors to preserve such books, records and files for the audit period.

Section 12.05. ADDITIONAL REQUIREMENTS FOR LABOR COMPLIANCE

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the COUNTY may, on its own or if required by the Labor Commissioner, withhold funds due to the CONTRACTOR when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the CONTRACTOR or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the CONTRACTOR or subcontractor whose payroll records are delinquent or inadequate. The CONTRACTOR shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the CONTRACTOR and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the CONTRACTOR has been directed to withhold; and (3) informs the CONTRACTOR or subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth below.

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Section 12.06 UNDERPAYMENT OF WAGES

The CONTRACTOR agrees that in the event of underpayment of wages to any employee on the Project, whether by the CONTRACTOR or any subcontractor on the Project, the COUNTY may retain from payments due to the CONTRACTOR, an amount sufficient to pay such Worker the difference between the wages required to be paid by the DIR, and the wages actually paid such Worker for the total number of hours Worked, plus any penalties and forfeitures. The COUNTY may disburse such retention to such employees.

Section 12.07. APPRENTICES.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor.

The CONTRACTOR and all subcontractors on the Project shall comply with the requirements of Sections 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices. Violation of these requirements shall subject the CONTRACTOR and/or subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, from the Division of Apprenticeship Standards or its branch offices, and/or on the DLSR website at www.dir.ca.gov/DLSR/PWD. Apprentices employed on the Project must at all times Work with or be under the direct supervision of a journeyman or journeymen.

Section 12.08 PENALTIES

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the CONTRACTOR shall forfeit to COUNTY as a penalty the sum specified below, over and above any retention or withholds otherwise authorized by the agreement, as follows:

A. Up to two hundred dollars ($200) for each calendar day, or portion thereof, for each Worker paid less than the applicable prevailing wages for any Work done by him/her under this Contract or under any subcontract on the Project, with the amount to be determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code section 1775. If a Worker employed by a Subcontractor on the Project is paid less than the prevailing wages by the Subcontractor, the CONTRACTOR is not subject to this penalty assessment if the CONTRACTOR can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b).

B. Twenty-five dollars ($25) for each Worker employed in the execution of this agreement by the CONTRACTOR or by any Subcontractor on the Project for each calendar day during which such Worker is required or permitted to Work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3.

C. Failure to provide certified payroll records to the COUNTY or, if applicable, to the CMU, within ten (10) calendar days of a request, shall, in addition to resulting in a withholding of payments due or estimated to be due, result in a penalty in the amount of one hundred dollars ($100) for each calendar day, or portion thereof, for each Worker until strict compliance is effectuated. The CONTRACTOR is not subject to this penalty assessment due to the failure of a Subcontractor to comply with these requirements if the CONTRACTOR can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

D. Knowing violation of Labor Code Section 1777.5 shall yield a penalty in an amount not exceeding one hundred dollars ($100) for each full calendar day of non-compliance. A CONTRACTOR or Subcontractor who knowingly commits a second or subsequent violation of Section 1777.5 within a

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three-year period, where noncompliance results in apprenticeship training not being provided as required, shall forfeit as a civil penalty the sum of no more than three hundred dollars ($300) for each full calendar day of noncompliance.

Section 12.09. HOURS OF WORK AND APPROVAL OF SCHEDULES

Eight (8) hours of labor constitutes a legal day's Work, and forty (40) hours constitutes a legal Work week. No Worker employed at any time by the CONTRACTOR, or by any subcontractor upon the Project, shall be required or permitted to Work more than eight (8) hours in any one calendar day or forty (40) hours in any one week, except as provided in Labor Code Sections 1810 through 1815.

Overtime shall be paid at the rate of not less than one and one-half (1-1/2) times the basic rate of pay, or at such other rate as stated on the applicable Determination issued by the DIR, or as may be required by applicable statutes or collective bargaining agreements.

The COUNTY reserves the right to approve or disapprove the days scheduled for Work, and the hours during which Work is in progress.

Section 12.10. COMPLIANCE WITH THE STATE ANTI-DISCRIMINATION LAWS

The CONTRACTOR shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public Works who violates this section is subject to all the penalties imposed for a violation of this chapter."

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ARTICLE 13.

FEDERAL REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY

SEE SUPPLEMENTARY CONDITIONS

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ARTICLE 14.

ON-SITE SECURITY; RISK OF LOSS; SITE SAFETY.

Section 14.01. PROJECT SITE.

The Contractor shall confine his equipment, materials, and construction apparatus to the site limits designated in the Contract Documents and/or directed by the Contract Administrator.

The Site and equipment storage areas shall be kept in a neat and safe condition, conforming to all requirements of the Contract Documents and applicable Codes regarding the storage of materials, including flammable materials.

Section 14.02. SECURITY OF THE SITE.

The Contractor shall take such steps as are necessary to secure the Site at all times, including times workmen are not present. The Contractor shall maintain adequate security and protection of all structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site, against damage, vandalism, loss of fire, or theft.

The Contractor's attention is directed to the Technical Specifications and/or Supplementary Condition for specified fencing, screening, gate and lighting requirements, if any.

The Contractor may, at its option and expense, provide night watchmen for the Site. The facilities for such watchmen shall be subject to approval by all agencies with jurisdiction.

At the Contract Administrator's request, the Contractor shall meet with representatives of the police and fire agencies with jurisdiction and shall comply with the Contract Administrator's request on behalf of such departments regarding security of the Site.

Section 14.03. RISK OF LOSS.

The Contractor assumes full responsibility for site security and full liability for the risk of loss from any cause of materials stored, work performed and existing improvements on the site, and agrees to repair and replace, at no cost to the County, at the time they are needed for incorporation in the Work, any materials or work that may have become lost, damaged, destroyed, stolen, vandalized, or have otherwise been rendered unsuitable for use from any cause. Contractor shall repair or replace any such damage and remove any damaged or defaced materials and/or equipment from the Project Site, at no cost to the County, and Article 9 hereof shall apply to such material or equipment.

Section 14.04. PROTECTION OF WORKMEN AND VISITORS TO THE SITE.

Contractor shall take all necessary precautions for the safety of all employees and visitors to the Site and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Site.

Contractor shall erect and properly maintain at all times, as required by the condition and progress of the Work, all necessary safeguards for the protection of workmen, visitors to the Site, and the public, and shall post danger signs warning against construction hazards as needed.

The responsibility for maintaining a safe site shall be the Contractor's and the County undertakes no obligation to suspend the Work or notify the Contractor of any hazardous condition or noncompliance with safety laws.

Contractor shall designate a responsible member of his organization on the Work, whose duty shall be the prevention of accidents. The name and position of persons so designated shall be reported to the

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Contract Administrator by the Contractor; absent designation of some other individual by the Contractor, the Contractor's Project superintendent shall be responsible for the Contractor's safety program.

Contractor shall immediately replace or repair any unsafe, dangerous, or hazardous condition that may exist.

Section 14.05. EXCAVATION AND TRENCHING; SAFETY.

The Contractor shall comply with of all provisions of law regarding safety requirements for trenches or excavations.

A. Public Contract Code '7104 provides:

(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

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

B. Labor Code Section 6705 provides that in advance of any excavation of any trench or trenches or other excavation five (5) feet or more in depth, the Contractor shall submit a detailed plan to the Contract Administrator for information only showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from California State Shoring System standards, the plan shall be prepared by a registered civil or structural engineer.

C. Nothing in the Contract Documents shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the State of California.

Nothing in this Section shall be construed to impose liability on the County of Yolo or any of its officers, agents, or employees, or to relieve the Contractor of its obligations to provide a safe site.

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Section 14.06. CAL OSHA.

The contractor shall comply with all requirements of the California Occupational Safety and Health Administration or its successor, and the Federal equivalent, and shall provide a safe work environment for all workers employed on the Work, as required by such agencies. The Contractor shall supervise performance of the Work with all occupational health & safety requirements applicable to the type of work being done, and the materials and equipment being utilized. (See also Section 20.05).

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ARTICLE 15.

OFF-SITE SAFETY AND PROTECTION OF ADJACENT PROPERTY; INDEMNITY.

Section 15.01. PROTECTION OF ADJACENT PROPERTY DURING EXCAVATION OR OTHER OPERATIONS; NOTICES.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the site which are in any way affected by the excavations or other operations connected with performance of the Work.

Not less than five (5) days prior to commencing any work which may detrimentally affect adjoining or adjacent land or buildings thereon, the contractor shall send the owner and occupants thereof a notice, which specifies the type of Work to be done, the schedule of the Work, the effects expected from the Work, and the protective measures being taken by the Contractor. A copy of the notice shall be sent to the Contractor Administrator.

The basic standard to determine whether the Work may detrimentally effect adjoining properties shall be whether the work will create noise, dust, vibration, and/or settling on such properties. Examples include, but are not limited to, blasting, pile driving and excavations within 30 feet of any structure not owned by the County.

The Contractor shall, at the instruction of the Contract Administrator, meet with any recipient of such notice to explain and discuss the proposed Work. The Contractor shall make such modifications to the proposed working methods as are required to comply with all provisions of law, and shall exert its best efforts to address the concerns expressed by recipients of such notices.

Section 15.02. UNDERGROUND UTILITIES; "USA".

The Contractor is responsible to coordinate all excavation work with the owners of existing underground utilities, and to avoid unintentional disruptions in services by those utilities. Locations of existing utilities shown on the Contract Drawings are schematic only and shall not relieve the Contractor's duty to precisely locate and avoid them.

If the underground utility service is disrupted by the Work, the Contractor shall take emergency action appropriate to the situation and immediately notify the owner of the utility. Repair thereof shall be the Contractor's responsibility, at no cost to the County.

The Contractor is advised that the County participates in the Underground Service Alert-Northern California ("USA"), which may be contacted by telephone at (800) 227-2600. Except in an emergency, the Contractor shall contact the USA Notification center at least two working days prior to commencing an excavation in any area that contains subsurface installations.

Section 15.03. DAMAGE TO OR BLOCKING STREETS, STREET IMPROVEMENTS AND TRACKS.

The Contractor is responsible to avoid damage to existing streets, sidewalks, curbs, traffic signs and signals, streetlights, control boxes, meters, railroad tracks, crossing guards, and all other appurtenances thereto. The Contractor shall take necessary precautions to avoid damage to such property, and if damage occurs, shall take emergency action appropriate to the situation and immediately notify the owner of the damaged property. Repair thereof shall be the Contractor's responsibility, at no cost to the County.

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Existing traffic signs, lights, traffic signals, railroad crossing warnings, control boxes, hydrants, meters and related safety items occurring within the street and/or sidewalk area shall be kept visible, free of obstructions and accessible at all times.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction of the items involved.

Should it be necessary to block a street or sidewalk, the Contractor shall first notify the police, fire, or public works agencies with Jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 15.04. FIRE PROTECTION.

The Contractor is responsible to protect all structures from fires and sparks originating in the work, and all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

The Contractor shall notify the Contract Administrator and the fire department prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

The Contractor shall provide fire extinguishers as necessary to protect the Site and adjacent structures at all times, in accordance with applicable Fire Codes, regulations and Fire Department instructions.

Section 15.05. DUST CONTROL.

The Contractor shall at all times control dust originating from the Site by sprinkling as needed. The Contractor shall not allow dust to be blown onto adjacent properties. In the event that complaints are received by the County regarding dust control, the Contractor shall increase sprinkling to control the dust.

Section 15.06. INDEMNITY FOR DAMAGE TO ADJACENT PROPERTY; REPAIRS.

A. **Indemnity**. Without limitation of its indemnity obligations set forth in Article 3 hereof, Contractor shall defend, indemnify, and save harmless the County from any claim, loss or damages on account of any harm to person or property alleged to have resulted from the Work, the performance of this Agreement or Contractor's acts or omissions in protecting the public from the effects of the Work including settlement and/or the loss of lateral subjacent support of adjoining property; damage to utilities' or governmental agencies' equipment or installations; injuries to persons using the public streets; and from all loss or expense and from all damages for which the County may be liable as a consequence of such injury or damage to person an/or adjoining or adjacent property and/or structures' or equipment or installations, including those owned by Yolo County.

B. **Repairs**. Any damage arising from or in consequence of the performance of the Agreement for Construction to tracks, pavement, curbs, sidewalks, walls, stairs, sewage and/or drainage structures, mains, pipes, valves, conduits, poles, wires, transformers, trees, shrubs, adjoining work, or to any other improvement or property above or below the surface of the ground, whether private or public, shall be repaired at once by Contractor without expense to the County, if the owner thereof consents.

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Section 15.07. EMERGENCY SAFETY ACTIONS.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the County, shall act at the Contractor's discretion and risk to prevent such threatened loss or injury, and shall bear all costs of such action. The Contractor immediately shall notify the Contract Administrator of such actions, and thereafter shall comply with any instructions issued by the Contractor Administrator.

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ARTICLE 16.

CONDUCT AND PROSECUTION OF THE WORK.

Section 16.01. BASIC STANDARD.

The Contractor is responsible for all aspects of the full, complete, satisfactory and faithful performance of the Work strictly as specified by the Contract Documents or any duly issued amendments thereto as well as all applicable laws and regulations.

Section 16.02. SURVEYS AND FIELD ENGINEERING.

Unless otherwise specified, the Contractor is responsible for all survey and field engineering work required for performing the Work. All such survey and field engineering work shall conform to the Technical Specifications.

The County shall identify existing control points and property line corner stakes, as indicated on the Drawings. Benchmarks, baselines, property boundaries, line and grade hubs, and other reference and construction points shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay all costs of re-establishing them if they are disturbed.

The Contractor shall notify the Contract Administrator in writing at least ten (10) days prior to the time he will commence work on any part of the construction requiring surveys to be commenced by the County.

Section 16.03. CLEARING OBSTRUCTIONS.

Unless specified otherwise, the Contractor shall clear all obstructions and prepare the site for the construction. The Contractor shall verify all dimensions and levels shown on the Drawings against the Site after it has been graded and prepare for construction, and properly reset all survey control points and property line corner stakes.

Section 16 04. LAYOUT WORK.

The Contractor shall be responsible for all layout work, and shall lay out all lines, corners, levels and grade stakes after the Site has been prepared. The exact locations of all partitions shall be laid out on forms, walls and flooring, as the Work progresses. It is the Contractor's responsibility to verify all dimensions shown on the Drawings before layout of the Work, and to properly locate the Project on the Site and the components within the structure, as specified by the Contract Documents.

Section 16.05. CONTRACTOR'S EQUIPMENT.

The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the Contract Documents, including completion of the project within the time specified. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods, and those of all subcontractors on the Site. By entering the Agreement for Construction, the Contractor agrees to provide all specialized plant, equipment and methods of construction required to perform the Work on schedule, whether separately specified or not, at no extra cost to the County.

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Section 16.06. DISCOVERY OF UNKNOWN CONDITIONS; PROCEDURE.

Should concealed or unknown conditions be encountered in the performance of the work below the surface of the ground or in existing structures on the Site, which conditions are at variance with the Contract Documents, the Contractor immediately shall seek a Clarification from the Contract Administrator, pursuant to Section 4.08 hereof.

The Contract Administrator shall investigate, and if the Contractor has demonstrated the following, a Change Order shall be processed pursuant to Article 17:

A. The conditions are at variance with the Contract Documents; and,

B. The conditions require work beyond the Scope of the Agreement for Construction; and,

C. The conditions differ materially and substantially from conditions normally encountered and generally recognized as inherent in work of the character of the Project in the area of the Project Site; and

D. The Contractor has provided Notice of its claim as required by Section 17.05.

Time extensions necessitated by concealed conditions are governed by Section 3.07-D.

No claim for extra compensation or time for conditions described herein shall be allowed unless the Contractor has given the notice required by this Section and/or Section 3.08 hereof (regarding Notice of Delay). (See also: Section 4.04 regarding Site Conditions).

Section 16.07. EQUIPMENT AND METHODS.

Only equipment and methods suitable to produce the quality of Work required to conform to the Technical Specifications shall be permitted by the Contractor to operate on the Work. If any part of the Contractor's plan, equipment or methods of execution of the Work are determined by the Contract Administrator to be nonconforming to applicable safety regulations or to be non-conforming to applicable Technical Specifications, the Contract Administrator may order the Contractor to conform to the applicable requirements, and the Contractor shall promptly comply with such orders; provided, however, that neither compliance with such orders nor failure by the Contract Administrator to issue such orders shall relieve the Contractor from his obligation to perform the Work as required by the Contract Documents.

Section 16.08. TEMPORARY FACILITIES AND SERVICES.

The Contractor shall be responsible for providing and maintaining all necessary storage places, field offices, temporary roads, fences, and all utilities, including telephone, electric, gas and water service to the Site during construction at his sole cost and expense unless otherwise specified in the Technical specifications. The Contractor shall not connect to fire hydrants for construction water without the prior consent of the fire department with jurisdiction,

The Contractor shall comply with all requirements of Federal and State law and Yolo County Ordinances regarding the placement of temporary facilities on the Site, and the County shall not be deemed by this Agreement to have consented to such placement.

Section 16.09. COORDINATION OF WORK.

The Contractor shall be responsible for coordinating the work of the various subcontractors and trades employed on the Work. He shall adjust, correct, and coordinate this work with the work of others so that no discrepancies will result nor unnecessary delays occur.

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If completion is delayed because of any acts or omissions of any subcontractors, the Contractor shall on that account have no claim against the County for extra compensation or time.

Section 16.10. JOINING WORK.

Where work of one trade or subcontractor joins or is installed upon the work of another trade or subcontractor, there shall be no discrepancy in mating or joining such work, which shall be done and finished in a good and workmanlike manner. In joining one kind of work with another, the marring or damaging of either shall be corrected at no expense to the County.

Should improper work of any trade be covered by that of another, it shall be the Contractor's responsibility to correct the improper work and to adjust costs between the various subcontractors, without cost to the County.

Section 16.11. CUTTING AND PATCHING OF WORK.

The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly.

The Contractor shall not damage or endanger any portion of the Work or work being done by the County or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the County or any separate contractor except with the written consent of the Contract Administrator and of such separate contractor. The Contractor shall not unreasonably withhold from the County or any separate contractor his consent to cutting or otherwise altering the Work.

Section 16.12. INSPECTION OF THE WORK OF OTHER CONTRACTORS.

It shall be the duty of the Contractor and all subcontractors, before beginning any work, to examine all construction and work of other contractors and/or subcontractors that may affect their work, and to satisfy themselves that everything is in proper condition to receive such work.

Section 16.13. COMBINATION OF WORK WITH OTHER CONTRACTORS OR COUNTY.

If the Project requires performance of work by the County or other Prime Contractors, as specified in the supplementary Conditions, the following provisions shall apply:

A. The County reserves the right to perform work related to the Project with its own forces, and/or to award separate contracts in connection with other portions of the Project or other work on the Site.

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B. When separate contracts are awarded for different portions of the Project or other Work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Agreement for Construction.

C. The County will provide for the coordination of the work of its own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided below.

D. The Contractor shall provide the County and separate contractors reasonable opportunity for the storage of their materials and equipment and the execution of their work on the site and shall connect and coordinate his Work with theirs as required by the Contract Documents. The Contract Administrator may designate separate areas on the Site for the use of separate contractors.

E. If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Contract Administrator any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive his Work, except as to defects that may subsequently become apparent in such work by others.

F. Any costs caused by defective or ill-timed work shall be borne by the party responsible, therefore.

G. Should the Contractor unintentionally cause damage to the Work or property of the County, or to another contractor's work on the site, the Contractor shall, upon notice from the Contract Administrator, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates a legal proceeding against the County on account of any damage alleged to have been caused by the Contractor, the County shall notify the Contractor who shall defend such proceedings, and if any judgment or award against the County arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the County for all attorneys' fees and court or legal costs which the County has incurred.

H. If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean-up and charge the costs thereof to the contractors responsible therefore, as determined by the Contract Administrator.

Section 16.14. OVERTIME AND HOLIDAY WORK.

The Contractor shall secure the approval of the Contract Administrator before allowing work on the Project before 6:00 A.M. or after 6:00 P.M. on any working day, or any work on weekends or legal holidays.

The Contract Administrator may deny permission for such work, or impose conditions thereon, if needed to protect adjacent properties or land uses from noise, dust, or other work-related impacts not normally expected in the area during the terms proposed for such work. The Contract Administrator may consult with all governmental agencies with jurisdiction before responding to such requests.

The Contractor shall reimburse the County for all added costs to the County resulting from overtime and holiday work not specified by the Contract Documents, including Project Management and inspections by County employees and/or independent contractors, Project Architect cost increases, and any costs claimed

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by any other contractor. Such reimbursement shall be made from the next progress payment due to Contractor.

Section 16.15. PROOF OF COMPLIANCE WITH CONTRACT DOCUMENTS AND LAW.

In order that the Contract Administrator may determine compliance with the requirements of the Contract Documents and applicable laws and regulations which are not readily ascertainable through inspection and tests of materials and work, the Contractor shall, at any time requested by the Contract Administrator, submit such documents or other satisfactory proofs as required by the Contract Administrator to demonstrate compliance by the Contractor with the Contract Documents and applicable laws and regulations.

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ARTICLE 17.

CHANGE ORDERS; WORK AUTHORIZATIONS; ALLOWANCES.

Section 17.01. NO CHANGES WITHOUT CONSENT; PERFORMING WORK ORDERED.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Work Authorization from the County stating that the extra work or change is authorized, and no claim for any addition to the Contract Price or Time for completion shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from diligently proceeding and fully completing the Project.

Section 17.02. CHANGE ORDERS AUTHORIZED; PROCEDURE.

A. **Change Orders Authorized**. Subject to legal requirements relating to competitive bidding, the County may require changes in, additions to, or deletions from the scope of the work to be performed or the materials to be furnished pursuant to the Contract Documents.

B. **Methods of Calculation**. Adjustments, if any, to the Contract Price by reason of any such change, addition or deletion, shall be determined by one or more of the following methods, at the County's sole discretion. The Contractor shall provide sufficient substantiating data to allow the County to evaluate the Contractor's claim for a Change Order.

1. By a lump sum proposal from the Contractor accepted by formal action by the County; and/or

2. By unit prices contained in the Contractor's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between the County and the Contractor; and/or

3. By time and materials charges if approved by formal action of the County, limited to the "Actual Cost" to perform the Work, as defined by Paragraph "D" of this Section, plus overhead and profit as allowed by Paragraph "C" of this Section.

4. If the Change Order implements an Allowance procedure, the Contract Price adjustment shall be as specified in the Allowance.

C. **Overhead and Profit on Change Orders**. The maximum amount allowable on any change order for overhead and profit shall not exceed the following:

1. For change order work performed by the prime contractor, the maximum amount for overhead and profit shall be the following percentages of the "actual cost to perform the work" as defined in Paragraph D of this Section, plus a maximum of 1% of such costs for extra bond premiums, upon submission of a paid invoice for such premiums:

   a. If the change order is up to $1,000.99, 20%;

   b. If the change order is up to $1,001.00 and $4,000.99, 15%;

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c. If the change order is between $4001.00 and $12,000.99, 12%;

d. If the change order is $12,001.00 or more, 10%.

2. For change order work performed by subcontractors, the maximum amount for all subcontractors' overhead and profit shall not exceed the percentages set forth in Subparagraph (1) above. The prime contractor may add 5% for the prime contractor's overhead and profit, and 1% for bond premiums if a paid invoice for extra bond premiums is submitted, both percentages being of the "actual cost" as defined in Paragraph B.

3. The allowances for overhead and profit as enumerated in the preceding subparagraphs shall include full compensation for any and all items of overhead including superintendence, layout, field engineering, and any related work, whether or not included within the definition of "actual cost" specified in Paragraph D.

D. **"Actual Costs" Defined**. The actual cost to perform the Work for purposes of this Section is limited to the applicable labor rates set forth in Article 12 hereof, including Contractor's contributions directly attributable to the Work authorized; and the material man's or supplier's invoice amount for all material and equipment actually used to accomplish the work authorized. All other direct and indirect costs, all costs attributable to the time needed to perform the work ordered by such Change Orders, and all profit associated with such work shall be included in the maximum overhead and profit amounts stated hereinabove.

E. **Audit and Verification**. All Change Order claims are subject to examination and audit before payment, if ordered by the Contract Administrator. If requested by the Contract Administrator, the Contractor shall furnish a detailed itemized breakdown and copies of all invoices for all costs being claimed for such Change Order, prior to the Contract Administrator's decision thereon. The Contract Administrator may order a more detailed audit of the Contractor's claim and supporting documentation if necessary to decide the claim.

F. **Deductive Change Orders**. If a Substitution, Field Order, Work Authorization, or Change Order is issued which reduces either the Scope of the Contract, the cost to perform the Work, the time to perform the work, or any combination thereof, the County shall be credited therefore on a Change Order. The credit shall be calculated in the same method as an extra-work Change Order. The Contractor shall submit time and materials data for approval by the Contract Administrator detailing the credit due the County. The County reserves the right to verify such data by reference to standard estimating manuals, the Contractor's Schedule of Values, or other documents, and to review the Contractor's estimate of the credit due.

G. **Periodic Change Orders**. The Contract Administrator is authorized to cumulate Work Authorizations and to process periodic Change Orders including additions and deletions, and to develop procedures providing the methods for such processing in addition to and consistent with those set forth in Division l.

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Section 17.03. WORK AUTHORIZATIONS; PROCEDURE.

A. **Work Authorization Authorized**. The Contract Administrator or the County Administrative Officer, depending on amount, is authorized to issue Work Authorizations instructing the Contractor to proceed with extra work subject to the following maximum amounts, above which a Change Order must be approved by the Board of Supervisors.

B. **Maximum Amounts**. Work Authorizations may be issued by the Contract Administrator up to $2,000.99, and by the County Administrative Officer up to $25,000, maximum price adjustment authorized thereby. Either may approve a time allocation for such work, subject to the procedure and limitations specified in Section 3.07-D.

C. **Quotation by Contractor**. Other than in extraordinary circumstances as described below, before a Work Authorization is issued the Contractor shall submit a quotation setting forth an estimated cost of the extra work to be performed with sufficient substantiating data to allow the County to evaluate the quotation, and an estimate of the time necessary to perform the extra work. If requested by the Contract Administrator, the Contractor shall provide additional data to support the quotation. The Contractor shall acknowledge the quotation as binding.

D. **Claim for Price Adjustment**. After the extra work specified on the Work Authorization is completed, the Contractor may submit a claim for a Contract Price Change Order due to the Work Authorization. The claim shall be supported with substantiating data to show the actual costs to perform the Work and the overhead and profit being claimed, as defined in Section 17.02 C and D. The maximum price adjustment claimed shall not exceed one-hundred-ten (110%) percent of the approved quotation.

E. **Claim for Time Adjustment**. If the Contractor claims that the Work Authorization has delayed the Contract Completion Time, he shall verify the claimed delay by demonstrating with reference to the approved Project Progress Schedule that the Work Authorization in fact caused a delay in the overall completion date of the Project. Upon such demonstration, the Contract Administrator shall process a request for a Contract Time extension Change Order pursuant to Article 3 hereof.

F. **Accumulation of Work Authorizations**. At the Contract Administrator's sole discretion, the Contractor's claims for change Orders arising from several Work Authorizations may be accumulated into periodic Change Orders adjusting Contract Price, Time, or both, separately or in one Change Order.

Such periodic Change Orders shall include deductions for Changes that constitute Deductive Change Orders, as defined in Section 17.02-F during the time period being considered in the periodic Change Order.

G. **Immediate Work Authorizations**. In the event extraordinary circumstances arise which require extra work to be authorized before a quotation is prepared by the Contractor, the Contract Administrator or County Administrative Officer may issue an immediate Work Authorization without such quotation. Such Work Authorization shall include a maximum authorized sum over which no price adjustment will be authorized. The determination as to whether circumstances as

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described above exist is discretionary with the County. Such Work Authorizations otherwise shall be processed as specified in this Section.

Section 17.04. EXTRA WORK CLAIMS; PROCEDURE.

If the Contractor claims that any Clarification or other instruction issued by the County requires work beyond the scope of the Agreement for Construction, the following provisions shall apply:

A. **Notice to Contract Administrator**. The Contractor shall notify the Contract Administrator of its claim, and submit a quotation for the claimed costs, in the same manner as specified in Section 17.03-C. The Contractor shall submit additional information requested by the Contract Administrator to decide the claim.

B. **Action by Contract Administrator**. The Contract Administrator shall review the Contractor's submittals and either approve or deny the Contractor's claim. The Contract Administrator shall issue his decision within twenty-one (21) days of receipt of a complete submittal from the Contractor. If the claim is approved, the Contract Administrator may process either a Change Order or Work Authorization, pursuant to this Article. If the claim is denied, the Contract Administrator shall so advise the Contractor. Thereafter, the Contractor shall proceed with the work in issue.

C. **Time**. If the claim is approved, the time during which the claim was being considered shall be included in the time allocation for the Work Authorization adjusting the claim, and Section 17.02 shall apply thereto; if the claim is adjusted by Change Order, any Time extension authorized thereby shall include the time during which the claim was pending. If the claim is denied, no time adjustment shall be authorized.

D. **Effect of Proceeding**. If the Contractor proceeds with the work without notifying the Contract Administrator pursuant to Paragraph A, or before a decision pursuant to Paragraph B, any claim for a Contract price and/or time adjustment shall be waived.

E. **Scheduling**. The Contractor is responsible to schedule the work and submit extra-work claims so the time required for decision, as specified in Paragraph B, does not delay the Work in general.

Section 17.05. ALLOWANCES; PROCEDURE.

The Contractor's bid includes the amounts specified for Allowances in the Contract Documents. Work or materials specified as included in the Allowance shall be provided by the Contractor for the Allowance amount.

The County reserves the right to specify work and/or materials which differ from those specified as included in the Allowance, in which case additive or deductive changes to the Contract Price shall be processed pursuant to this Section.

Unless otherwise expressly specified in the Contract Documents, the following provisions shall control the Price adjustment for the Allowance:

A. The Contract Price bid by the Contractor shall include the cost for the Allowance item(s), delivered to the Site, unloading, handling, storage, taxes, and all overhead and profit pertaining thereto. If the

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Allowance is specified as including labor, the Contract Price bid by the Contractor shall include all costs of such labor, including superintendence, overhead and profit.

B. If the County orders item (s) or labor different from those specified as included in the Allowance, the Contract Price shall be adjusted by either a deductive or additive Change Order pursuant to Section 17.02, or a Work Authorization pursuant to Section 17.03.

C. Unless another method is specified by the Allowance, the price adjustment shall be based upon the following:

1. The actual costs of the items ordered by the County, delivered to the Site and made ready for incorporation in the Project shall be compared to the material cost specified in the Allowance. "Actual costs" is defined by Section 17.02-D.

2. The actual costs of labor to incorporate the items ordered by the County in the Project shall be compared to the labor amounts specified in the allowance, if any. "Actual Costs" is defined by Section 17.02-D.

3. The results of the materials and labor adjustments shall then be compared. If the net adjustment resulting from this comparison is additive, the Contractor shall be entitled to overhead and profit as specified by Section 17.02-D only on the net amount resulting from the previous calculations. Such overhead and profit shall include all sums authorized for all indirect costs associated with the Allowance, including materials, shipping, handling, unloading and storage and labor superintendence. If the net adjustment is negative, nothing shall be deducted for overhead and/or profit.

4. The resulting adjustment shall either be reflected in a separate Change Order or cumulated in a periodic Change Order, at the Contract Administrator's sole discretion.

5. Any Contract Time adjustment claimed by the Contractor shall be subject to Section 3.07.

Section 17.06. MINOR CHANGE ORDERS BY COUNTY ADMINISTRATIVE OFFICER.

The Yolo County Board of Supervisors has authorized the County Administrative Officer to order changes or additions in the work being performed under construction contracts, pursuant to Public Contracts Code Section 20142,

This authorization allows any change or addition in the Work to be ordered in writing by the County Administrative Officer when the extra cost to the County does not exceed the sum of TWENTY-FIVE-THOUSAND DOLLARS ($25,000) plus 5% of the amount of the contract in excess of $250,000.00, up to 10% of the Contract Price, whichever is less.

Section 17.07. CHANGE ORDERS REGARDING TIME FOR COMPLETION.

Any time extension authorized by the County pursuant to Article 3 hereof shall be set forth in a Change Order issued by the County Administrator.

Section 17.08. CHANGE ORDERS DUE TO UNAVAILABLE MATERIALS.

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In the event that the Contractor demonstrates good cause for a delay in the Contract Time due to the unavailability of materials, the County, in its sole discretion, may either grant a Contract Time extension change order pursuant to Section 3.07-A hereof, or utilize this Section.

In the event that the Project is unable to be completed due to unavailable materials, and if the Project is complete otherwise, the Contractor may request to delete the portion of the Project not yet completed from the Agreement for Construction, thereby allowing a Notice of Completion to be filed on the remainder of the Project. The County shall approve no such Change Order unless the Contractor accompanies his request with an offer to perform the work so deleted for a price not to exceed the value of the work deleted by such Change Order, such work to be commenced upon delivery of the materials, and diligently prosecuted to completion. In the event the County elects to accept the Contractor's offer, work done pursuant thereto shall not be construed as work done on the Project, nor shall such work be construed as affecting, in any way, the legal significance of the Notice of Completion filed on the Project.

The application of this Section is limited as follows:

A. No Change Order shall be issued pursuant to this Section until the Contractor has submitted all documents required for final payment.

B. This Section shall apply only to work the Completion of which is precluded due to unavailable materials.

C. Utilization of this Section lies solely within the discretion of the County, and such discretion hereby is delegated to the Contract Administrator.

Section 17.09. EFFECT OF CONTRACTOR'S ACCEPTANCE OF CHANGE ORDER.

By acceptance of a Change Order, Contractor agrees to the changes, if any, in the Contract Price specified for each item and to the specified extension of Time allowed, if any, for completion of the entire work on account of such Change Order, and agrees to furnish all labor and materials and perform all work necessary to complete all additional work specified therein for the price adjustment and within the time specified therein. Contractor shall make no additional claim for adjustment to the Contract Price or Time, nor for additional costs or damages, on account of the Work referenced in such Change Order. A Change Order duly issued by the County and accepted by the Contractor shall constitute a complete accord and satisfaction as to the Work, Contract Price and Contract Time changed thereby. Contractor shall defend and indemnify the County, as required by section 2.05, if any subcontractor asserts any claim against the County due to a duly issued and accepted Change Order.

Section 17.10. EFFECT ON SURETIES.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the performance and payment bonds and shall not reduce their liability on the bonds.

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The County reserves the right to require additional performance and payment bonds to secure a Change Order. In this event, the Change Order shall be increased by the actual cost of the bond premium for the additional bond amounts, if any, up for a maximum of 1%.

ARTICLE 18.

INSPECTION.

Section 18.01. ACCESS FOR INSPECTION.

The Contract Administrator, the Project Architect, the County Inspector(s), and other designated employees or agents of the County, and inspectors of all agencies of jurisdiction over the Project or funds used for the Project shall at all times have access for the purpose of observation to all parts of the Work and to all shops wherein the Work is in preparation. The Contractor shall cooperate and furnish such facilities and assistance as needed for the Inspector(s).

Sections 18.02. NOTICE OF READINESS FOR INSPECTION.

Where the Contract Documents, instructions by the Contract Administrator, laws, ordinances, or any public authority having jurisdiction requires work to be inspected, tested or approved before any portion of the Work proceeds, such work shall not proceed, nor shall it be covered up without inspection.

The Contractor shall give notice to the Contract Administrator at least two (2) days in advance of the readiness for any Contract compliance inspection by the County Inspector. The Contractor shall give notice as required by all other inspection agencies of jurisdiction for Code and regulation compliance inspection. In all cases, the Contractor shall schedule inspection so as not to delay the Work.

Section 18.03. CONTRACT COMPLIANCE INSPECTIONS.

All work done and all materials furnished shall be subject to the inspection and approval of the Contract Administrator for compliance with the Contract Documents, either acting personally or through the County Inspector(s).

Any work covered without required inspection, or not in compliance with the Contract Documents or instructions to the Contract Administrator, shall, upon the instruction of the Contract Administrator, be uncovered for inspection and properly restored after inspection and approval, at no cost to the County.

Section 18.04. INSPECTION OF COMPLETED WORK.

Should the Contract Administrator determine that it is necessary or advisable to make an inspection of Work already completed and inspected at any time before final inspection and acceptance of the Project, by removing or exposing the Work, Contractor shall, upon instruction of the Contract Administrator, promptly furnish all necessary facilities, labor and materials to do so. If such work is found to be defective in any aspect, the Contractor shall bear all expenses of such examination and satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract Documents, the additional cost of labor and materials necessarily involved in the examination and replacement shall be allowed the Contractor, and a Change Order shall be issued.

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This Section shall not apply in the case of Work covered without required inspection, which is governed by Sections 18.02 and 18.03.

Section 18.05. AUTHORITY OF COUNTY; STOP WORK NOTICES.

The Contract Administrator and the County Inspector shall have the authority to order the Work stopped if either determines that the Work is proceeding in violation of the Contract Documents or any orders issued by the Contract Administrator. Such order shall be effective only upon the posting of a stop work notice upon the Work or portions of the Work in question.

Upon issuing a stop work notice, the County Inspector shall immediately notify the Contract Administrator, who shall inspect the Work in question and determine whether it does or does not comply with Contract Documents. The decision of the Contract Administrator shall be final. The Contractor shall thereafter comply with the instructions of the Contract Administrator regarding corrections needed to cure the defect. The stopped Work shall be resumed only when such instructions are fulfilled, and a resume work notice is issued by the Contract Administrator. The Contractor shall not be entitled to an extension in time in the event of such suspension of Work, except as authorized in Section 3.14 hereof.

Section 18.06. EFFECTS OF INSPECTIONS.

Neither the final inspection and payment, nor any interim inspection or progress payment shall relieve the Contractor of any obligation to fully perform the Agreement for Construction as required by the Contract Documents and all applicable laws and regulations.

Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents and all applicable laws and regulations may be rejected, and suitable work or materials shall be made good, notwithstanding the fact that such work or materials may previously have been inspected and/or payment therefore may have been made.

Section 18.07. AUTHORITY OF CONTRACT ADMINISTRATOR.

The Contract Administrator shall decide all questions which may arise as to the quality or acceptability of materials and/or equipment furnished or work performed, and as to the interpretation of Contract Documents and Specifications; all questions as to the acceptable performance of the Contract; and all questions as to compensation.

Section 18.08. AUTHORITY OF COUNTY INSPECTOR(S).

The designated County Inspector is a representative of the Contract Administrator for purposes of inspection of the work for compliance with the Contract Documents and monitoring the Contractor's performance. He is authorized to order a cessation of non-complying Work pursuant to Section 18.05, and to certify the field copies of the Contractor's requests for progress payments. He conducts meetings as required by the Technical Specifications and generally monitors the contractor's performance for the Contract Administrator.

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If a person or firm other than the Construction Manager is engaged as County Inspector, the Inspector is not authorized to bind the County in discussions with the Contractor, nor to issue Clarifications, Field Orders, Work Authorizations, or Change Orders.

No interpretations of the Contract Documents made by the Inspector are binding on the County unless the Contract Administrator adopts such interpretation by a written clarification.

The Contractor shall not attempt to influence the Inspector in the performance of his duties, nor request him to exceed his authority. The County shall honor no request by the Contractor that is based on any action of the Inspector beyond the scope of the Inspector's authority as specified in this Section.

Section 18.09. BUILDING INSPECTIONS AND CODES.

The Contractor shall provide access to inspectors from all agencies having jurisdiction over the Project.

Such inspectors are independent of the Contract Administrator and the County Inspector(s), and approval by either shall not constitute approval by the other.

The Contractor shall obey all orders of the inspectors with jurisdiction, and if such inspector reports a violation of any Code within his jurisdiction, the Contractor immediately shall notify the Contract Administrator.

The Contractor is responsible to comply with all applicable Codes in the construction of the Work.

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ARTICLE 19.

PUBLIC UTILITIES.

Section 19.01. UTILITIES USED DURING CONSTRUCTION.

Unless otherwise specified in the Contract Documents, the Contractor shall provide and pay for all necessary water, gas, and electricity required for himself, and all trades employed in the performance of the Agreement for Construction.

The Contractor shall send all required notices, make all necessary arrangements, and perform all other services required in the care and maintenance of such utilities, and assume all financial responsibility concerning the care and maintenance of said utilities.

All temporary connections to such utilities shall be maintained in such manner as not to interfere with the continuing use of such utilities by the County during the entire progress of the Work.

The enclosing of such public utility equipment shall be done by the Contractor consistent with the requirements of the utility. Upon completion of the Work, the Contractor shall remove all enclosures and fill-in and leave in a finished condition all openings for such utilities.

Section 19.02. LIGHTING.

Contractor shall furnish, wire for, install and maintain temporary electric light whenever it is necessary to provide illumination for the proper performance and inspection of the Work, unless otherwise specified. The lighting shall provide sufficient illumination and shall be so placed and distributed that the Contract Documents can be easily read in every place where the Work is being performed. This temporary lighting equipment may be moved about, but shall be maintained throughout the Work and available for the use of the Contract Administrator or County Inspector(s) whenever required for inspection.

Section 19.03. PERMANENT UTILITIES; INSTALLATION.

The Contractor shall install all permanent utilities called for by the Construction Documents strictly in compliance with all laws, regulations and requirements of the particular utility company or governmental agency providing the utility.

Section 19.04. TOILET FACILITIES FOR WORKERS.

The Contractor shall provide and maintain for the duration of the Work temporary toilet facilitates as required by the Yolo County Health Department, which shall be weather-tight structures with raised floors.

The Contractor shall service such facilities daily and shall pump such facilities as required, to maintain them in a clean and sanitary condition.

Section 19.05. DISRUPTION OF UTILITY SERVICE.

The Contractor shall secure the advance approval of the Contract Administrator regarding scheduling of any disruption of utility service to other structures necessitated by the Work.

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The Contractor is advised that unscheduled disruptions of electrical service to County buildings may seriously damage computer and word-processing equipment and/or software, and other equipment and/or material in use in such building, and the Contractor will be liable for all resulting repair and re-programming costs if occasioned by an unscheduled disruption caused by Contractor.

Section 19.06. UTILITIES FOR COUNTY PERSONNEL.

If the Contract Documents call for the Contractor to provide temporary on-site office trailers for County personnel involved in the Project, the Contractor shall provide utility services for such trailers pursuant to this Article.

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ARTICLE 20.

PERMITS, LICENSES, ORDINANCES AND REGULATIONS.

Section 20.01. COMPLIANCE WITH CONSTRUCTION REGULATIONS.

The Contractor shall conduct the Work so that all laws, regulations, and ordinances for the protection of the public and the workers shall be obeyed fully both by the Contractor and by all subcontractors on the site.

The Contractor shall obtain and keep current all licenses or permits required by the State Contractor's Licensing Act and/or other licenses required to authorize him to perform the Work and shall require all subcontractors to comply with this section.

Section 20.02. PERMITS; FEES.

Unless otherwise specified by the Contract Documents or ordered by the Contract Administrator, the Contractor shall obtain all permits, licenses and/or entitlements that are required for the performance of the Work by all laws, ordinances, rules, and regulations or orders of any officer and/or body with jurisdiction, shall give all notices necessary in connection therewith, and shall pay all fees required relating thereto and all costs or expenses incurred on account thereof.

Section 20.03. COMPLIANCE WITH LAWS AND REGULATIONS.

The Contractor shall keep himself fully informed of and shall observe and comply with, and shall cause all subcontractors and all employees to observe and comply with all Federal and State laws, and County or Municipal Ordinances, regulations, orders or decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work. The Contractor shall ensure that the Work is constructed and completed in compliance with all applicable laws and regulations.

Section 20.04. VIOLATION OF LAWS AND REGULATIONS; INDEMNITY.

The Contractor shall save harmless, defend, and indemnify the County and all of its officers, agents, and employees against any liability or claim arising from or based upon the violation of any law, ordinance, regulation, order or decree, whether by himself, his agents, employees, or his subcontractors or their agents or employees.

Section 20.05. SPECIFIC STATE LAWS AND REGULATIONS.

In addition to the general requirements set forth above, the Contractor's attention is directed to and Contractor shall be responsible for performing and completing the Work in compliance with all laws of the State of California governing the construction of buildings in general as well as those governing construction of public buildings, including, without limitation, the following:

A. The California Health & Safety Code and all applicable Administrative Code regulations adopted pursuant thereto.

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B. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials, and accident prevention.

C. Title XIX of the California Administrative Code entitled, "Public Safety", Chapter 1, State Fire Marshal, Sub-chapter 12, General Fire and Panic Safety".

D. General Industrial Safety Orders, including but not limited to the provisions of Title VIII of the California Administrative Code relating to safe and proper use, construction, disposal, etc. or materials, machinery, and building appurtenances as therein set forth.

E. All rules and regulations of the State Fire Marshall; the safety orders of the Division of Industrial Safety; and Department of Industrial Relations regulations.

All of the above laws and regulations are expressly incorporated in the Agreement for Construction and are as much a part of the Contract Documents as if they were incorporated in their entirety in these General Conditions.

The Contractor shall not interpret the enumeration set forth above as being a complete listing of all applicable laws. It is also the Contractor's responsibility to inform himself regarding the requirements of all applicable laws regarding the performance of construction contracts for California counties and to obey them, and the Contractor agrees by execution of the Agreement for Construction to do so at his sole cost, expense and risk. (See also Section 14.07 regarding Cal OSHA and Section 20.08 regarding hazardous materials).

Section 20.06. COMPLIANCE WITH CONDITIONS OF PERMITS.

The Contractor shall conduct the Work in conformity with the conditions imposed on all permits or other entitlements which address the performance of the Work by the Contractor, whether or not such permits or entitlements are incorporated in the contract Documents.

Such permits may include, but are not limited to, measures required during the construction of the Work and incorporated in the Project to avoid or mitigate the environmental effects of the Project, pursuant to the California Environmental Quality Act, and conditions imposed on use permits issued by any agency with jurisdiction.

It shall be the Contractor's responsibility at all stages, from bidding through final completion, to inform himself of the requirements of any such permits. Copies are available from the Contract Administrator.

The Contractor's attention is directed to the Supplementary Conditions and Technical Specifications setting forth additional requirements, if any, regarding this subject.

Section 20.07. COMPLIANCE WITH CONDITIONS OF GRANTS.

The Contractor shall conform to all requirements of Federal and/or State authorities that have provided grant funding for the Project. Specific requirements are specified in the Supplementary Conditions and Contract Documents. Without limitation thereof, Contractor shall keep financial, wage and hours, equal employment opportunity and other records required by any such grant and shall allow access to the Site by inspectors from such agencies.

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The Contractor shall cooperate fully with and assist the County in its efforts to comply with all conditions imposed on such grant funding.

Section 20.08. HARMONIZATION WITH CONTRACT DOCUMENTS.

The Contract Documents are intended to be coordinated to described and provide for the complete Project in a manner that complies with all applicable laws and regulations.

In the event of a conflict between the Contract Documents and the applicable laws and regulations, the applicable laws and regulations shall govern; provided, however, that in the event of conflict involving quantity or quality, the greater quantity and the higher quality shall be furnished. All other conflicts shall be handled in the manner described in Section 4.02 of these General Conditions.

Section 20.09. COMPLIANCE WITH HAZARDOUS MATERIALS REPORTING AND USE REQUIREMENTS; CLEAN-UP; INDEMNITY; WITHHOLD.

A. **Reporting and Use**: The Contractor shall file all reports required by Federal and/or State agencies regarding the presence on the Site and/or use of toxic or any hazardous material and shall store and/or use such materials in strict conformity with all applicable laws and regulations.

B. **Clean-Up**: The Contractor shall clean-up any toxic or hazardous spill or pollution caused by the Contractor and/or any subcontractor, material man or carrier occurring on the Site, and shall remove all polluted water, dirt or materials to an approved disposal site, as required by the Federal and/or State agencies with jurisdiction or, if none, by the County Health Department, all without cost to the County.

C. **Indemnity**: The Contractor shall save harmless, indemnify and reimburse the County for all costs for defense of any County liability, cost, claim or damages resulting from the Contractor's failure to perform Paragraphs "A" and/or "B" of this Section, and/or a toxic or hazardous spill within Paragraph "B" of this Section.

D. **Withhold**: In addition to all withholds or retentions authorized by the Agreement for Construction, the County shall retain sums sufficient to offset the County's costs resulting from Contractor's failure, refusal or neglect to conform to all requirements of this Section.

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ARTICLE 21.

PRESERVATION AND CLEANING.

Section 21.01. PROTECTION OF WORK.

The Contractor shall protect and preserve the Work from all damage or accident, and shall at its cost provide any temporary roofs, window and door coverings, enclosures, boxing, or other construction as required for this purpose.

Section 21.02. PERIODIC CLEANING OF PROJECT.

The Contractor shall properly clean the Site and the Work as it progresses, and from time to time shall remove all dirt, debris, waste, rubbish, and implements of service from the Project and the Site. Debris, waste, or unused construction materials shall not be left under, in, or about the Project, nor allowed to accumulate in the Project or the Site. The Technical Specifications specify additional requirements regarding this subject.

The Contractor, at its sole cost, shall contract with a disposal company to remove all such rubbish, and shall have the containers therefore emptied at frequent enough intervals so that waste does not overflow the containers.

Section 21.03. FINAL CLEANING OF PROJECT.

Prior to the request for Final Inspection, the Contractor shall thoroughly clean the interior and exterior of the Work, and do all things required by the Technical Specifications regarding final cleaning.

Final cleaning shall not be accepted unless the Project is in all respects ready to occupy without further cleaning by County forces.

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ARTICLE 22.

OCCUPANCY BY COUNTY.

Section 22.01. USE OF COMPLETED WORK.

Whenever, in the opinion of the County, the Work or any part thereof is in a condition suitable for use, and the best interests of the County require such use, the County may take possession of, connect to, and open for public or County use, the Work or any part thereof, subject to this Article.

Section 22.02. REPAIRS OR RENEWALS IN THE WORK.

Prior to the date of final acceptance of the Work by the County, all necessary repairs or renewals of the portion of the Work occupied pursuant to Section 22.01 hereinabove (or part thereof) shall be made at the Contractor's expense if necessary due to defective material and/or workmanship, or to the operations of the Contractor, ordinary wear and tear excepted.

Section 22.03. EFFECT OF OCCUPANCY.

The occupancy by the County of the Work or any part thereof as authorized by this Article shall in no case be construed as constituting acceptance by the County of the Work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract Documents, nor act as a waiver by the County of any of the terms or conditions of the Agreement for Construction. Notwithstanding occupancy by the County pursuant to this Article, the warranty periods on all products and the Contractor's basic warranty pursuant to Article 26 shall not commence, and the term thereof shall not be diminished, as a result of County occupancy. The warranty periods commence only upon recordation of a Notice of Cessation of Work or a Notice of Completion.

Section 22.04. COORDINATION WITH OTHER ACTIVITIES.

In the event that the Project, or any portion of the Site, is occupied by the County during the Work, it shall be the responsibility of the Contractor to conduct his operations so as not to unreasonably interfere with the use of the occupied portions by the County.

The Contractor shall submit periodic schedules to the Contract Administrator proposing the times, areas, and types of work to be done within such areas. The Contract Administrator shall approve, conditionally approve, or reject such schedule, and the Contractor shall comply with the Contract Administrator's instruction.

In the event that the Work produces conditions rendering uninhabitable the portions of the Project, the Site, or other areas occupied by the County, either because of noise, dust, vibration, smoke, fumes, or for any other cause, the Contract Administrator may order the Work ceased, or modifications to the schedule, and the Contractor shall comply at it's sole cost and expense.

Section 22.05. PRICE OR TIME ADJUSTMENTS.

In the event the County exercises its right to take early occupancy pursuant to this Article, and provided that the Contract Documents at the time of bidding did not specifically indicate the County's

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intention to do so, the Contractor may request an adjustment to the Contract Price and/or Time, for extra costs and/or time directly caused by the early occupancy. Article 17 shall apply to any request by the Contractor for a Contract Price adjustment, and Article 3 to a Contract Time adjustment, resulting from the County's occupancy pursuant to this Article.

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ARTICLE 23.

PROGRESS PAYMENTS.

Section 23.01. SUBMISSION OF CLAIMS.

On or before the seventh (7th) day of each month, the Contractor shall prepare and forward to the Contract Administrator a statement in writing, on forms provided by the County, detailing the following work done during the preceding month:

A. The units or work completed during the preceding month, with reference to the Progress and Value Schedules approved pursuant to Article 3, or approved modifications thereto, and the date of inspection and approval thereof.

B. The portion of the progress claim attributable to such units of work.

C. All acceptable materials furnished and delivered to and stored on the Site or other approved location for use in the performance of the Work, but not yet incorporated in the Work.

D. The value of such materials, with reference to the Schedules of Value provided pursuant to Article 3 hereof.

E. The date of inspection and approval by the County of any such materials and labor.

If the Contract Documents require the sampling and testing of any such materials or labor, the claim shall indicate whether such sampling and testing has been approved and, if so, the date thereof.

As part of such claim for payment, the Contractor shall agree that, upon payment of such claim (or part thereof), the Contractor will indemnify, defend and hold harmless the County, its officers, agents and employees from and against any and all claims for damages, costs, compensation or any other recovery, including but not limited to claims of the Contractor, subcontractors, suppliers, laborers and workers, based upon the portion of the Work for which payment is claimed (or such part thereof for which payment is made). As part of such claim for payment, Contractor shall also provide proof that all subcontractors, suppliers, etc. have been paid and have provided releases for all portions of the Work for which the Contractor has previously been paid. Such claims shall be executed by the Contractor under penalty of perjury.

Each payment request shall be reviewed by the Contract Administrator as soon as practical after receipt for the purpose of determining that the payment request is a proper payment request. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

Within seven (7) days of receipt of a fully completed claim form, the Contract Administrator shall verify such claim and shall take such steps as are necessary to investigate the accuracy of any statements made by the Contractor. Contractor shall provide such other and further documentation as ordered by the

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Contract Administrator to enable verification of a claim for a progress payment and the time until such additional documentation is delivered shall extend the time for processing the claim.

The Contract Administrator shall verify the claims for progress payments by use of the Progress and Value schedules approved pursuant to Article 3 hereinabove, or subsequently approved modifications thereto.

Section 23.02. PAYMENT; WITHHOLDS.

Upon approval of a claim for progress payment by the Contract Administrator, such claim shall be paid; provided, however, that the following amounts shall be withheld as security:

A. No greater than Ten (10%) percent of the value of the Work done.

B. Ten (10%) percent of the value of the acceptable materials delivered to and accepted by the County, but not yet incorporated in the Work.

Within the time specified in the Contract Documents, the County shall pay to the Contractor, while the Contractor is carrying on the Work, the balance of any progress payment not withheld as set forth above, after deducting therefrom all previous payments and all sums to be retained under the provisions of law or of the Contract Documents.

No payment by the County shall be construed to be an approval by the County of any defective work or improper materials, nor as an acceptance as completed of any portion of the Work.

If the County fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request, the County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

Section 23.03. POSTING SECURITIES IN LIEU OF WITHHOLDS.

Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract.

Securities eligible for investment under this section shall include those listed in Government Code 16430 or bank or savings and loan certificates of deposit.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest hereon.

The escrow agent shall be a trustee of the County.

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Section 23.04. RETAINING ADDITIONAL AMOUNTS; GROUNDS.

In addition to the amounts which the County withholds as provided in Section 23.02, the County shall retain a sufficient amount of any payment otherwise due to the Contractor as in the sole discretion of the Contract Administrator may be necessary to protect the County in the event of the following:

A. The receipt of Stop Notices and Claims against the Contractor or any subcontractor for labor or materials furnished on the Project;

B. For the cost to correct defective work not remedied, including failure to periodically clean the Site and Work as specified in Section 21.02.

C. For failure of the Contractor to make progress payments to any of its subcontractors;

D. For the occurrence of reasonable doubt that the Project can be completed for the balance of the Contract Price, as reflected in the approved Schedule of Values, or within the Contract Time, as shown on the approved Progress Schedule;

E. For the refusal of the Contractor to commit sufficient resources so that the Work proceeds in accordance with the approved Progress Schedule. Section 3.11 regarding Liquidated Damages shall apply in such event;

F. For failure of the Contractor to comply with any lawful or proper direction concerning the work given by any County representative authorized to have given such instruction;

G. For claims and/or penalties which State or Federal law assesses against the Contractor for violation of such law, including prevailing wage claims;

H. For any claim or penalty asserted against the County by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules and orders;

I. For any reason specified elsewhere in the Contract Documents as grounds for retention.

In order to adequately to protect the County, the basic standard to determine the amount of retention pursuant to this section shall be ONE-HUNDRED-TWENTY-FIVE (125%) PERCENT of the amounts claimed or the value of the Work not done or defectively done, plus interest and litigation costs; provided, however, that County retains the authority to retain greater sums should such sums be necessary in the County's discretion adequately to protect it.

In the event the progress of the Work does not meet the approved Progress Schedule, the County may retain the amounts specified in Section 3.11 and Section 2 of the Agreement for Construction for each day the Work is behind schedule.

The County retains the right to make, or not to make, any partial progress payment involving sums not in dispute, or to retain the total progress payment pending resolution of any such dispute.

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Section 23.05. DISBURSEMENT OF RETAINED AMOUNTS.

The County, in its sole discretion, may apply any such retained amount or amounts to the payment of any such claims resulting in a retention. Any payment, so made by the County, shall be considered as a payment made under this Contract by the County to the Contractor. The County shall not be liable to the Contractor for any such payments made in good faith. Such payments may be made without a prior judicial determination of the claim or claims. The County shall render to the Contractor a proper accounting of any such funds dispersed on behalf of the Contractor. The County reserves the right to utilize warrants issued to the Contractor and Claimant as joint payees for this purpose.

Prior to applying such amounts as stated hereinabove, County shall afford the Contractor an opportunity to present good cause, if any he has, why the claim or claims in issue are not valid or just claims against the Contractor. The County then reserves the right to take such further steps as are appropriate, in its sole discretion, including, but not limited to, seeking a judicial resolution of the controversy.

Section 23.06. CORRECTION OF STATEMENT AND WITHHOLDING OF PAYMENT.

No inaccuracy or error in any claim provided by the Contractor shall operate to release the Contractor or any surety from the error, or from damages arising from such error, or from any obligation imposed by the Contract Documents. The County shall retain the right subsequently to correct any error made in any previously approved claim for the progress payment, or progress payment issued, by later adjustments to subsequent progress payments.

Section 23.07. EFFECT OF PROGRESS PAYMENTS.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment claimed to be due and owing to the contractor shall operate in any way to relieve the Contractor from his obligations under the Agreement for Construction. The Contractor shall continue diligently to prosecute the Work without reference to the payment, withhold or retention, of any progress payment. The payment withhold or retention of any progress payment shall not be grounds for an adjustment to the Contract Time or Contract Price. By making progress payments, the County waives no right nor releases any obligation of the Contractor to the County.

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ARTICLE 24.

FINAL INSPECTION.

Section 24.01. NOTICE OF FINAL INSPECTION.

When the Work is completed, the Contractor shall request a final inspection. Within ten (10) days of the receipt of such request, the Contract Administrator shall make a final inspection. The Contractor or his representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been fully completed in accordance with the Contract Documents, including all modifications previously issued.

Section 24.02. PUNCH LIST.

The Contract Administrator shall notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list of deficiencies, known in the industry as a "punch list".

The Contractor shall remedy all items shown on the punch list prior to final acceptance by the Contract Administrator.

The Contract Administrator is not authorized to amend the Contract by use of the punch list; it is provided solely for the benefit of the Contractor to enable him to determine whether items must be corrected before final acceptance will be recommended by the Contract Administrator. The County reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

In the event that the Work still does not comply with the Contract Documents, the County reserves the right to issue such further punch lists as may be required, or to deduct from the final payment the cost of correction of any Work not completed in accordance with the Contract Documents without the issuance of further punch lists.

Section 24.03. ADDITIONAL SUBMITTALS.

After completion of work on punch list items, and before the Contractor's Request for Final Payment, the Contractor shall submit the following items:

A. A complete and accurate accounting, showing the total amounts claimed by the Contractor, all subcontractors and all suppliers due for final payment of the Project. The accounting shall identify first-tier subcontractors (those with a contract directly with the contractor) separately from all other claimants and shall include all subcontractors listed by the Contractor pursuant to Article 11. This accounting shall be submitted under penalty of perjury.

B. A complete and accurate set of Record (as-built) Drawings prepared by the Contractor pursuant to Section 4.05 and the Technical Specifications.

C. The Contractor's guarantee required by Article 26 hereof, and all other guarantees and warranties required by the Contract Documents.

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D. The Contract bond securing the Contractor's guarantee pursuant to Article 26 hereof.

E. Proof acceptable to County of proper release from all claims regarding patents and/or copyrights pursuant to Section 6.09 hereof.

F. All operating manuals required by the Technical Specifications for all mechanical and electrical installations.

G. All other submittals required by the Contract Documents prior to final payment.

Section 24.04. SYSTEMS DEMONSTRATION.

Before submitting a Request for Final Payment, Contractor shall demonstrate the operation of all systems in the Work to such persons as directed by the Contract Administrator, and shall instruct County personnel in the operation, adjustment, and maintenance of all equipment and systems.

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ARTICLE 25.

ACCEPTANCE AND FINAL PAYMENT; ADMINISTRATION OF THE WITHHOLD ACCOUNT.

Section 25.01. CONTRACTOR'S REQUEST FOR FINAL PAYMENTS AND CHANGE ORDERS.

When the Work is fully (100%) complete and all items on the punch list have been satisfied, or the Contractor contends that such items are not required by the Contract Documents, the Contractor shall submit Requests for Final Progress Payment and Final Payment.

The request for Final Progress Payment shall include the total amount the Contractor contends is due on the Contract Price less the amounts to be withheld for Final Payment. The amounts to be withheld for Final Payment shall include no less than One-Hundred Twenty-Five Percent (125%) of the total of all claims identified by the Contractor in the accounting submitted pursuant to Section 24.03-A, plus One-Hundred-Twenty-Five Percent (125%) of all unpaid claims against the Project by the County or any other claimant, which claims authorize a County withhold and/or retention pursuant to the Contract Documents, State or Federal law.

With the requests for Final Progress Payment, the Contractor shall submit its request for a final Contract Price Change Order with all information required by Article 17, and/or Contract Time Change Order, with all information required by Article 3, if the Contractor requests an adjustment in the Contract Price and/or Contract Time then in effect.

Section 25.02. CONTRACTOR ADMINISTRATOR'S ESTIMATE.

Upon receipt of all required submittals and the Contractor's Requests for Final Payments, the Contract Administrator shall conduct a final inspection to identify any deviations from the Contract Documents in the Work, and estimate the cost of corrections of such deviations.

After Final Inspection, the Contract Administrator shall prepare an estimate of the final sum due the Contractor. Said estimate shall take into account the Contract Price, as adjusted by any Change Orders; amounts previously paid; the Final Progress Payment; and sums to be withheld and/or retained for claims against the Project for incomplete work, liquidated damages, and for any other cause under the Contract. The Contract Administrator shall deliver a copy of this transmittal to the Contractor.

The Contract Administrator's estimate shall address whether the completion date for purposes of calculating liquidated damages should relate back to the date of the Contractor's Request for Final Payment, pursuant to Section 3.06.

Section 25.03. PROTEST TO PROCUREMENT MANAGER

If the Contractor contests the estimate of sums due prepared by the Contract Administrator, the Contractor shall, within five (5) days following delivery of the Contract Administrators' final inspection report, file his protest in writing with the Procurement Manager, setting forth in detail all grounds alleged to justify adjustment to the Contract Administrator's final estimate. Failure to file such protest shall constitute a waiver of the right to contest or otherwise challenge the Contract Administrator's final inspection report and estimate, and acceptance of the rest by Contractor.

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Section 25.04. RESOLUTION AUTHORIZING ACCEPTANCE OF CONTRACT AND RECORDATION OF NOTICE OF COMPLETION.

Acceptance of the Work by the Board of Supervisors and the recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the County is of the opinion that the Work is fully and satisfactorily completed and the provisions of the Contract Documents fully and satisfactorily performed in all respects. The acceptance of the Work by the County will only be made by resolution of the Board of Supervisors in a regular session. The Notice of Completion shall specify the date of the Resolution of Acceptance as the completion date and shall be recorded in the manner provided by law.

The County reserves all rights provided by law and/or the Contract Documents if the Work is not fully satisfactory and complete in all respects.

The resolution shall specify the final Contract Price and Time, with deductions and/or offsets for liquidated damages, the cost of correction of defective work or workmanship, inadequate clean-up, non-compliance with the Contract Documents, or statutory fines, forfeitures or penalties.

Section 25.05. DETERMINATION OF FINAL PROGRESS PAYMENT AND WITHHOLD AMOUNT.

After the Board of Supervisors has approved a Final Contract Price and Time, the Contract Administrator shall adjust the withhold Amount, as follows:

A. At no time shall the withhold amount be less than five (5%) percent of the Final Contract Price, or One-Hundred-twenty-Five (125%) percent of the total of all claims against the Project from all sources, including the County, whichever is the greater amount.

B. The Contract Administrator is authorized to withhold additional sums necessary to protect the County in his sole discretion, if claims, including State or Federal prevailing wage claims, and/or stop notices are filed, or to secure the County's own claims.

C. The Contract Administrator is authorized to process payment(s) to the Contractor at such frequency as the Contract Administrator shall determine, when the Contractor has provided acceptable submittals with its request(s) for release of withheld amounts, as specified in Section 25.06.

Section 25.06. SUBMITTALS FOR RELEASE OF WITHHELD AMOUNTS.

With its request for release of amounts withheld and/or retained by the County, the Contractor shall submit the following:

A. Receipts and releases on forms standard in the industry and approved by the County, from all first-tier subcontractors, releasing the County from all further claim or liability.

B. Receipts and releases, including Stop Notice releases if stop notices have been filed, from any persons or firms claiming against the Project; or fully executed agreements by such claimants specifying a settlement of their claims.

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C. Releases and authorizations to pay from any State or Federal agency claiming against the Project, including prevailing wage claims.

D. Waiver of all claims by the Contractor against the County except those which the Contractor expressly specifies therein as being outstanding and not included in the waiver.

The maximum amount the Contractor may request to be released shall not exceed the amount specified in Section 25.05-A.

Section 25.07. ADMINISTRATION OF WITHHOLD ACCOUNT.

The County reserves all rights regarding its administration of the withhold fund, with or without filed Stop Notices, including all judicial remedies provided by law.

In its sole discretion, the County may contact such claimants, or any of them, and reach independent settlement of their claims, through use of warrants jointly payable to claimants or otherwise.

In addition, the County is authorized to retain sums as needed, in its sole discretion, to secure its own claims.

Section 25.08, PAYMENT OF WITHHELD AMOUNTS.

On the thirty-fifth (35th) calendar day following recordation of a Notice of Completion, the undisputed balance owing in the withhold account shall be due and payable to Contractor.

The "undisputed balance owing" shall be the difference between the final Contract Price fixed by the Board of Supervisors' Resolution of Acceptance less the following amounts:

A. All payments made to date;

B. One-Hundred-Twenty-Five (125%) percent of the total amounts claimed in unresolved stop notices on file with the County or wage claims and related penalties in the jurisdiction of any State or Federal wage compliance office;

C. The total of any claims by the County for defective work, and/or liquidated damages.

The balance owing shall be "due and payable" upon presentation by the Contractor of releases executed by the Contractor, releasing the County of Yolo from all claims arising by virtue of the Agreement for Construction related to the amounts released from the withhold.

Payment of undisputed contract amounts is contingent upon the Contractor furnishing the County with a release of all claims against the public entity arising by virtue of the Agreement for Construction. The Contractor shall specifically identify in the release any disputed claim, including the amount thereof, which is excluded from the release. Any claim not so specified within the release shall be forever released, discharged, and waived. If the Contractor disputes the amount owing by the County, the final balance in the Withhold Account shall become due and payable only upon execution by the Contractor and the County of an accord and satisfaction agreement acceptable to both, by which both release the other from all claims.

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If the Contractor accepts the final balance in the Withhold Account as the total due and payable by the County, and provides a written final release, the accord and satisfaction agreement shall not be required.

Nothing in this Article shall be construed as requiring the Contractor to waive any claim against the County in violation of Public Contracts Code Section 7100, nor as constituting a waiver by the County of any claim or legal right against the Contractor.

Section 25.09. NON-WAIVER.

Neither acceptance of nor payment for the Work or any part thereof, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any of the provisions of the Agreement for Construction, nor shall a waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. In addition, adoption of a Resolution of Acceptance and recordation of a Notice of Completion shall not be deemed an acceptance of latent defects, shall not constitute a waiver of any of the provisions of the Agreement, and shall not relive the Contractor of its obligation to complete the work as specified in the Contract Documents and in compliance with all applicable laws and regulations.

Section 25.10. WORK AFTER NOTICE OF COMPLETION.

Contractor shall do no work after recordation of a Notice of Completion, save only work required by the warranties and guarantees provided under the Agreement for Construction.

Any work done after recordation of a Notice of Completion shall be conclusively presumed to be in furtherance of the Contractor's obligations on such warranties and guarantees for all purposes.

Section 25.11. STOP NOTICES; WHERE TO FILE; ENFORCEMENT.

All persons are advised hereby that all Preliminary Notices and Stop Notices shall be filed at the following address:

County of Yolo
Director of General Services
Yolo County General Services Department 120 West Main Street, Suite C
Woodland, CA 95695

The envelopes and the Notice shall clearly designate the name of the Project.

The Contractor shall cause the provisions of this Section to be inserted in all subcontracts and material contracts executed by the Contractor and notice of this provision shall be given to all persons furnishing materials for the Work.

All Stop Notice claimants are referred to Civil Code Section 3103 for the required contents of a Stop Notice, and Sections 3179 and following regarding enforcement/release of Stop Notice.

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ARTICLE 26.

GUARANTEES AND WARRANTIES.

Section 26.01. GUARANTEE REQUIRED.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a period of one (1) year from and after the recordation of the Notice of Completion, Notice of Cessation or, if neither is recorded, upon actual cessation of the Work. Such guarantee shall be made on the form provided, as set forth in Section 26.02 below.

Such guarantee is in addition to, and not in lieu of, the County's rights to enforce the Agreement for Construction in all respects, and the County's rights on all other guarantees and warranties required by the Technical Specifications.

Section 26.02. FORM OF GUARANTEE.

The guarantee required by this Article shall provide as follows:

The (Contractor) hereby unconditionally guarantees that the Work performed pursuant to the (Name of Project) Agreement for Construction (Yolo County Agreement No.) has been fully performed and completed in accordance with the requirements of the Agreement for Construction therefore and in compliance with all applicable laws and regulations, and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of recordation of a Notice of Completion, Notice of Cessation, or actual cessation of work, whichever is longer. The Contractor hereby agrees to repair or replace any and all the Work, together with any adjacent Work which may have been damaged or displaced in so doing, that is not in accordance with the requirements of the Agreement and applicable laws and regulations, or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the County of Yolo, ordinary wear and tear excepted. The Contractor has provided contract bonds that will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the County of Yolo of any Work not in accordance with the foregoing requirements he will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the County of Yolo to proceed to have such Work done at the Contractor's expense and he will pay the cost thereof upon demand. The County shall be entitled to all costs, including reasonable attorney fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees or property of the County of Yolo, the County may undertake, at the Contractor's expense and without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work and/or the Contractor’s not being in accordance with the foregoing requirements, and to charge the same to the Contractor as specified in the preceding paragraph.

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This guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the County of Yolo's rights to enforce all terms of the Agreement for Construction referenced hereinabove or the time for enforcement hereof. This guarantee is provided in addition to, and not in lieu of, the County's rights on such Agreement.

This Agreement is in addition to, and not in lieu of, the County's rights on all other guarantees and warrants required by the Contract Documents.

CONTRACTOR' SIGNATURE

(CORPORATE SEAL)

Section 26.03. GUARANTEE CONTRACT BOND.

Prior to Final Payment, the Contractor shall post a surety securing performance of his guarantee, as required by section 2.04 hereof.

Section 26.04. OTHER GUARANTEES.

All other guarantees or warranties required by the Contract Documents shall be subject to approval as to form by the County. At a minimum, such guarantees or warranties shall provide that the guarantor/warrantor shall repair or replace defective materials and/or workmanship, along with adjacent work that may be damaged or displaced in so doing and shall be unconditional. Such guarantees are in addition to, and not in lieu of, the product manufacturers' warranties, expressed or implied, and the Contractor's guarantee required by this Article.

Section 26.05. GUARANTEES NOT WAIVER.

By accepting the guarantees required by the Contract Documents, the County shall not be deemed to have waived any warranty or buyer protection implied, required and/or provided by the law of the State of California, nor to have altered any applicable statute of limitations regarding enforcement of any right of the County created by the Agreement for construction or otherwise. These guarantees and warranties are in addition to, and not in lieu of, such rights.

No disclaimer or limitation of any such right shall be valid unless properly executed by the County.

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ARTICLE 27.

COUNTY'S RIGHT TO TERMINATE AGREEMENT.

Section 27.01. GROUNDS FOR TERMINATION.

The County may terminate the Agreement for Construction, pursuant to the provisions of this Article, for the following causes:

A. The Contractor has been adjudged bankrupt or has made a general assignment for the benefit of creditors, or that a receiver has been appointed on account of the insolvency of the Contractor.

B. The Contractor or any of his subcontractors violates any of the provisions of the Contract Documents or fails to perform the Work within the Contract Time specified in the Progress Schedule then in effect and approved by the County;

C. The Contractor or any of his subcontractors fails to make prompt payment to subcontractor or material men for material or for labor.

D. The Contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of the County.

E. The Contractor fails to provide and keep in full force and affect all required insurance, and to cause all subcontractors to so comply.

F. Neglect of the work amounting to material breach of the Agreement for Construction.

G. Any other material breach by the Contractor.

Section 27.02. PROCEDURE FOR TERMINATION.

Upon the certification of the Contract Administrator that sufficient cause exists to justify the termination of the Agreement for the Construction, the County Administrator may, without prejudice to any other right or remedy of the County, give written notice to Contractor and his surety or sureties of its intention to terminate the Agreement.

Unless within seven (7) days of the giving of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, the Agreement shall, upon the expiration of the said seven (7) days, cease and terminate.

In the event of any such termination, the County shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the right to take over and perform the Contract; provided, however, that if the surety within fourteen (14) days after service of the notice of termination, does not commence performance of the Contract, the County may take over the Work and prosecute the same to completion by contract or by any other method it may deem available, for the account and at the expense of the Contractor, and the Contractor and his sureties shall be liable to the County for any costs occasioned by the County thereby. In such event, the County may, without liability, take possession of and utilize in

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completing the Work, such materials as may be on the Site of the Work and necessary, therefore. In any such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

Section 27.03. RECONSTRUCTION IN EVENT OF LOSS.

In the event of a partial or total destruction of any or all of the work or materials to be provided pursuant to this Agreement, at any time prior to the final completion of the Project and the final acceptance of the Work by the County, the Contractor promptly shall reconstruct, repair, replace or restore, all work or materials so destroyed at no cost to the County.

Nothing herein provided shall in any way excuse the Contractor from the obligation of furnishing all the required materials and competing the Work in full compliance with the terms of the Contract Documents; provided that a reasonable time extension shall be negotiated by the parties.

This section shall not apply if the destruction is by an "Act of God" as defined in Public Contract Code Section 7105 and the loss is in excess of five percent (5%) of the total Contract price.

Section 27.04. OPTION IN EVENT OF A LOSS.

In the event that any destruction or loss should exceed twenty percent (20%) of the value of the construction completed to date, as determined at the end of the preceding month, or is due to an "Act of God" as defined above, the County shall have the option at its sole discretion to terminate this Contract.

Section 27.05. PROVISION FOR TERMINATION OF CONTRACT.

This Contract is subject to termination as provided by Section 4410 and 4411 of the Government Code, being portions of the Emergency Termination of Public Contracts Act of 1949.

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ARTICLE 28.

ADDITIONAL PROVISIONS.

Section 28.01. CONFLICT OF INTEREST.

No official of the County who is authorized on behalf of the County to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in the Agreement for Construction or in any part thereof.

No officer, employee, architect, construction manager, attorney, engineer or inspector of or for the County who is authorized on behalf of the County to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in the Agreement for Construction or any party thereof.

Section 28.02. NOTICES.

Any notice from one party to the other pursuant to the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manners: If the notice is given to the Contract Administrator, it must be served personally at his office or by depositing same in the United States Mails, in a sealed envelope, correct postage prepaid, and correctly addressed to the address shown the Instructions to Bidders.

If the notice is given to the Contractor, it must be by personal delivery thereof to Contractor or to Contractor's Project superintendent at the Site of the Work, or by depositing the same in the United States Mails, in a sealed envelope, addressed to the Contractor at the place designated in the Bid by the Contractor for the receipt of correspondence.

If the notice is given to a surety of the Contractor, it must be by personal delivery to such surety or by depositing the same in the United States Mails, in a sealed envelope, addressed to such surety or other person at the address last communicated by him to the County. Copies of all such notices shall be delivered to the Contractor.

Section 28.03. NO VERBAL AGREEMENTS.

No verbal agreement or conversation with any officer, agent, or employee of the County, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle the Contractor to any additional payment or time to perform whatsoever under the terms of the Agreement for Construction.

Section 28.04. EXAMINATION OF PROPOSED PROJECT LOCATION AND CONTRACT DOCUMENTS.

By submitting its Bid and executing the Agreement for Construction, the Contractor warrants that prior to bidding it carefully examined the location of the Project, that it carefully reviewed the Contract

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Documents, and that it is fully aware of all the Work called for by the Contract Documents, the nature of the Site, and the requirements of all Specification including these General Conditions. The Contractor also warrants that it is familiar with all relevant circumstances and conditions affecting construction projects in Yolo County, California, and the particular site, and has the requisite experience and skill to perform the Agreement for Construction on the Site of the Project.

Section 28.O5. NOTICE OF POTENTIAL CLAIMS.

A. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act or failure to act, by the County or any of its officers, agents, or employees, or the happening of any event, thing or occurrence, unless he shall have given the County written notice of potential claims as specified herein.

The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation should be paid, a firm estimate or accounting of the cost involved, and, insofar as possible, the total amount of the claim.

Such notice must have been given to the County prior to the time that the Contractor shall have performed the work giving rise to the potential claim if based on an act or failure to act by the County, or in all other cases within five (5) days after the happening of the event, thing, or occurrence giving rise to the potential claim or such other time as may be specified herein.

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

This subsection shall not supersede, but shall be superseded by, any provisions of these Contract Documents that specifically set forth the procedure for the Contractor to give notices of claims to the County in any particular case.

B. Any lawsuit, action or other proceeding seeking damages, costs, compensation or any other recovery, based upon any claim related to the Project, including but not limited to claims of the Contractor, subcontractors, suppliers, laborers and workers, must be preceded by a claim filed in accordance with Government Code Sections 900 et seq.

Section 28.06. CONTINUING WORK IN DISPUTE.

The Contractor shall not delay or suspend performance of the work pending resolution of any dispute or controversy between the County and the Contractor or any other person, firm, or entity involved in the Work.

If these General Conditions specify a procedure to resolve the particular issue, it shall be followed. If no specific procedure is specified, the Contractor shall give notice of the dispute as provided in Section 28.05.

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The County's resolution of the issue shall be followed by all parties for the remainder of the Work. If notice has been filed pursuant to Section 28.05, the Contractor is authorized and shall request a Final Change Order to satisfy the unresolved Contract Price or Time claims arising from the issue, pursuant to Section 25.01.

Section 28.07 ASSIGNMENT OF CERTAIN CLAIMS

In entering into this contract, or any subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and any 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. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the 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.

Section 28.08 NO THIRD-PARTY BENEFICIARIES

Except where specifically stated otherwise in the Agreement for construction, the promises in the Agreement benefit the COUNTY and CONTRACTOR only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) that might be affected by the performance or non-performance of this agreement, nor do the parties hereto intend to convey to anyone else any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

END OF GENERAL CONDITIONS

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SECTION 00 12 00

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the County of Yolo will receive sealed bids in accordance with the provisions of the Public Contract Code from contractors licensed for the furnishing of all labor, materials, equipment, transportation, mobilization, demobilization, permitting, disposal and any other required services for the performance of the following Work:

Yolo County 500 Jefferson Bldg. A Roof Replacement Project

West Sacramento, CA

The extent of work is identified in the Technical Specifications Volume II.

All work to be performed during the hours of 7:30am-5:00pm, Monday through Friday.

Plans and Specifications for the work will be available as noted herein.

All questions regarding Plans and Specifications and Interpretations or Clarifications for this Initiation for Bid must be entered electronically through Periscope (formerly Bid Sync at (https://www.BidSync.com). The County's Project Manager will respond to all Contractor questions through the Periscope (formerly Bid Sync) Question and Answer section on this website.

SEALED BIDS:

Sealed bids on the above project shall be filed with Yolo County General Services Department, Procurement Division, located at 120 West Main Street, Suite C., Woodland, CA 95695, before **2:00 pm** on **Thursday, December 19, 2024.**

All bids must be marked clearly on the envelope:

"Yolo County 500 Jefferson Bldg. A Roof Replacement Project"

Said bids will be opened in public after **2:15 pm** of said day at Yolo County General Services Department -Procurement Division 120 West Main Street, Ste. C, Woodland, CA 95695. Bids shall be submitted only on forms provided in the Bid Documents and shall be accompanied by all documents and information required to be submitted by the Instructions to Bidders and by law. No bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding one hundred twenty (120) calendar days. The low bidder, for purposes of the award, shall be the responsive bidder offering the low lump sum amount for the base bid and meeting all other bid submittal requirements. The County reserves the right to reject any or all bids.

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CONTRACTOR'S LICENSE REQUIRED:

The Board will not consider or accept any bids from contractors who are not licensed to do business in the State of California. Contractor warrants and represents that he/she holds a valid California license pursuant to the State Contractors License Act [Business and Professions Code Section 7000, et seq.], that his/her license is in good standing and that he/she possess a Class A or Class B; C-39, C-43, C-10, & C-2 license and any other additional licensing needed to perform all required categories and type of work -- or any others as identified per design plan. Copies of the Contractor's State Contractor license(s) must be provided, along with their bid.

REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:

Each proposal shall have listed therein the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (½ of 1%) of his total Bid in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100, through 4113 inclusive of the Public Contract Code. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Notice is hereby given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each bidder and listed subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the bidder to be registered at the time of bidding shall render the bid non-responsive and unavailable for award. Bidder's listing of an unregistered subcontractor may render the bid non-responsive and unavailable for award unless such failure is the result of an inadvertent error and the provisions of Labor Code section 1771.1 apply.

JOINT APPRENTICESHIP COMMITTEE PARTICIPATION REQUIREMENT

The County has adopted additional requirements for certain "Covered Projects" as defined in the County's Policy on Procurement. This Project is considered a "Covered Project" and is subject to the County's Joint Apprenticeship Committee (JAC) participation requirement. The County has adopted a JAC participation requirement for certain public projects estimated to cost more than one-million dollars ($1,000,000). A JAC means an apprenticeship program comprised of an equal number of employer and employee representatives approved by the State of California Division of Apprenticeship Standards. This JAC requirement is in addition to the apprenticeship requirements of the Prevailing Wage Laws.

To satisfy the County's JAC participation requirement, Contractors must submit with their bid the Joint Apprenticeship Committee Participation Certification with signed evidence satisfactory to the Procurement Manager or the Procurement Manager's designee that they participate in a JAC by being a signatory to a JAC or employ registered apprentices dispatched by a JAC. Such evidence may be in the form of a signed letter from a JAC confirming the Contractor is a signatory to a JAC or has hired registered apprentices who are active participants of a JAC.

In addition, Bidders must submit a signed "Statement Re: No Apprenticeship Violation" confirming the Bidder has not been found in violation of any provision of state or local apprenticeship laws or regulations in the past three years.

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HEALTH CARE EXPENDITURE REQUIREMENT

The County has also adopted the following health care expenditure requirement for certain public projects estimated to cost more than one-million dollars ($1,000,000):

Each Contractor with construction craft employees shall make health care expenditures for each such employee in an amount per hour worked on the Covered Project equivalent to at least the hourly pro rata cost of a Covered California Platinum level plan for two 40-year-old adults and two dependents 0 to 14 years of age for the Covered California rating area in which the development is located. Qualifying expenditures shall be credited toward compliance with prevailing wage payment requirements up to the amount determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code. Health care expenditures in excess of that amount shall not be so credited. "Health care expenditures" include contributions under Sections 501(c) or (d) or 401(a) of the Internal Revenue Code and payments toward "medical care" as defined under Section 213(d)(1) of the Internal Revenue Code. A Contractor that is signatory to a valid collective bargaining agreement that requires payment of at least the prevailing wage, participation in a joint labor-management apprenticeship program, and the provision of health care payments for all construction craft employees shall be deemed in compliance. A Contractor without construction craft employees shall show a contractual obligation that its subcontractors comply with this paragraph.

Bidders must submit a signed Acknowledgment confirming they have read and will comply with this requirement.

CALIFORNIA AIR RESOURCES BOARD REQUIREMENT

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

The County is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidders must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

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BID EXAMINATION AND PREPARATION:

Project Documents may be obtained at Periscope (formerly Bid Sync) at (https://www.BidSync.com) or at the Yolo County Website (under *Doing Business with the County*). Documents will be available beginning on October 24, 2024. It is the bidder's responsibility to arrange for printing services to obtain printed copies of the bid documents. The contract documents may also be examined at the following locations:

Construction Bid Board
Dodge Data & Analytics
Sacramento Regional Builders Exchange
Placer County Contractors Association & Builders

The Bidder shall carefully examine the Bid Documents, including the Plans and Specifications and the Asbestos Inspection Report, and satisfy the Bidder as to their sufficiency, and shall not at any time after submission of the Bid, dispute or complain of such Plans or Specifications nor assert that there is any misunderstanding in regard to the location, extent or nature or amount of work to be performed in accordance thereto. Should a Bidder find discrepancies or omissions in the Plans and Specifications, the Bidder shall notify the Project Manager immediately. Interpretations or clarifications considered necessary by the Project Manager shall be by addenda, mailed or electronically delivered to all plan holders and acknowledged on Bid form. Questions received after **2:00 p.m. of November 14, 2024** will not be answered. The issuance and release of the final addendum is estimated to be **Thursday , November 21, 2024.**

The Bid shall have all items filled in and the signatures of all persons signing the Bid shall be in long-hand. Mistakes must be corrected, and the correction inserted and initialed in ink by the person signing the Bid. Erasures and/or correction fluid are NOT acceptable. Changes must be lined out and corrections inserted adjacent and initialed by the bidder's authorized representative. No proposal will be considered which makes exceptions, changes or reservations to the Plans and Specifications.

The bids must supply all information required by the bid documents & specifications. Bids must be full and complete. The County reserves the right in its sole discretion to reject any bid as non-responsive as a result of any omission or error in the bid.

SUBSTITUTIONS:

Bids shall be based on products and systems specified in the Bid Documents or listed by name in addenda. Contractors and materials suppliers may submit requests for substitutions up to 35 days following Notice of Award.

NON-COLLUSION DECLARATION:

Bidders shall include with their bids a signed declaration under penalty of perjury stating that their bid is not a sham or a collusive bid. The declaration is to be signed exactly as worded; no alternate wording will be accepted. The declaration is included with the bid.

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DEBARMENT AND SUSPENSION

By signing and submitting a bid for the Project, Bidder represents and warrants that it is eligible to bid and work on this project pursuant to Sections 1777.1 and 1777.7 of the California Labor Code and other applicable provisions of law. Further, Bidder acknowledges that it is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on public works project pursuant to Sections 1777.1 and 1777.7.

ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 ("Executive Order") imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Executive Order or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Executive Order is in effect. By signing and submitting a bid, Bidder acknowledges and represents that it is aware of and shall comply with the Executive Order and that Bidder is not a target of economic sanctions pursuant to the Executive Order or the federal government, nor is Bidder conducting prohibited transactions with sanctioned individuals or entities. Violation of the Executive Order shall be grounds for County to terminate the Construction Agreement.

BONDS AND INSURANCE REQUIRED:

A bid security shall be provided with each Bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid and shall be cash, a certified check or cashier's check drawn to the order of the County of Yolo or a Bidder's Bond executed by a surety satisfactory to the County of Yolo in the form provided in the Proposal section of these Bid Documents. The Bidder to whom award is made shall provide Certificates of Insurance as required in Article 2 of the General Conditions, and shall complete and submit the Performance Bond and Payment Bond forms contained in the Contract Documents.

PREVAILING WAGE PROVISION:

a. Pursuant to Labor Code Section 1770 et seq., 1773, 1773.1, 1773.2, 1773.6, 1773.7, and 1720 each laborer or mechanic of contractor or any subcontractor engaged in work on the project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between contractor or any subcontractor and such laborers and mechanics. Interested parties may obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101, or at www.dir.ca.gov/dlsr/pwd.

b. Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him/her.

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c. The foregoing specified prevailing wage rates are minimum rates only, and the contractor may pay any wage rate in excess of the applicable rates contained in this Contract.

d. Pursuant to Labor Code Section 1775, the contractor as a penalty to the owner shall forfeit $200.00 for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor. NOTE: an error on the part of an awarding body does not relieve the contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

e. Prevailing wage rates are available through the following website: https://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

f. All contractors and subcontractors are subject to the provisions of Sections 1810 through 1814 of the California Labor Code which provide for the maximum hours a worker is to be employed and the amount and rate of overtime compensation.

AWARD OF CONTRACT:

Bids will be considered for award by the Yolo County General Services Department. The County of Yolo reserves the right after opening bids to reject any or all bids, or to waive any informality (non-responsiveness) in any bid, or to make award to the lowest responsive, responsible bidder and reject all other bids, as it may best serve the interests of the County.

If this Contract is to be awarded, the Notice of Award shall be issued to the lowest responsible, responsive bidder within One-Hundred Twenty (120) days following the bid opening.

As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the County. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bid Bond. Award will then be considered to the next lowest responsible Bidder.

All bids will be compared using the Opinion of Probable Cost prepared by the AE of Record for the project. For the purposes of bonding, the OPC for the base bid work is in the range of $777,000.00.

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PRE-BID CONFERENCE:

A mandatory pre-bid conference is scheduled for **2:00pm** on **November 7, 2024,** at the project site located at 500 A Jefferson Blvd, West Sacramento, CA 95605. The County shall allow a ten-minute grace period for tardiness to the job walk. Any questions that can be answered at that time by direct reference to the Contract, Plans and Specifications, will try to be answered. Questions that cannot be so answered will be addressed, as necessary, by written addendum. Submission of a bid shall be considered an acknowledgment of familiarity with the Contract, Plans and Specifications, and conditions at the site. Oral statements made during the bidding period may not be relied upon and will not be binding or legally effective.

PROJECT MANAGER:

All communications relative to the Contract Documents and Plans shall be posted on Periscope (formerly BidSync). No oral responses to any questions concerning the content of the Plans and Contract Documents will be given. Responses, if any, will be in the form of written addenda to the Contract Documents and Plans.

By order of the Yolo County General Services Department, County of Yolo, State of California.

By:

Chris Rice
County of Yolo
Project Manager

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PS Access Solutions™
The Ins And Outs Of Industry

SLIDEWISE™
Roof Hatch



SLIDEWISE™

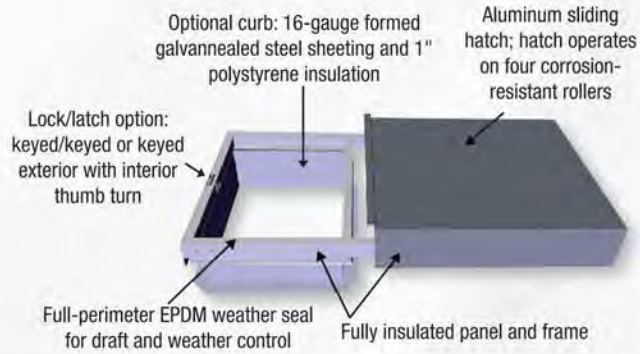
THE SMARTEST, MOST RELIABLE HATCH FOR YOUR ROOF

Aerodynamic Slidewise™ technology sets this roof hatch apart. Unlike traditional tip-up hatches, a Slidewise Roof Hatch opens horizontally and is unaffected by wind. That means it lasts longer, operates easier and keeps your people safe.



EASY TO INSTALL AND OPERATE:

- Wind-resistant panel design reduces hatch maintenance and replacement costs
- Corrosion-resistant aluminum construction and stainless steel hardware
- Installs on new construction or to existing curb without modification to roofing materials
- 10-year product warranty
- 2" insulated panel and frame aids building efficiency (R-10)
- Low-profile design allows for installation where a traditional roof hatch may be problematic



INCREASED SAFETY:

- Personnel can easily exit and enter the roof hatch in any weather without the hatch panel slamming open/closed
- One-handed operation allows personnel to keep one hand on a ladder at all times



Optional Safety Railing System Available

ADDITIONAL OPTIONS:

- Optional OSHA-compliant, Safety Railing System with self-closing safety gate
- Standard sizes in stock to fit existing openings
- Custom size and designs available
- Hatch curb

PS Safety Access™
We Won't Let You Down

OUR SAFETY DIVISION ALSO OFFERS:
Ladder safety gates, mezzanine gates and more!

701.746.4519 | 877.446.1519 | www.psaccesssolutions.com | 4psinfo@psindustries.com

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PS Access Solutions™
The Ins And Outs Of Industry

SLIDEWISE™ Roof Hatch



STANDARD TECHNICAL DATA

MATERIAL:

- Hatch panel is 2" thick, fabricated from an internal welded aluminum framework; includes integrated pull handles, one (1) interior and one (1) exterior; panel constructed as one (1) piece
- Sheeting: .06" aluminum, factory bonded in place
- Hatch panel insulation is rigid polystyrene between internal framing members, full depth of panel cavity, nominal R-10
- Unitized track mounting frame; hatch operates on four (4) aluminum rollers with double-sealed stainless steel ball bearings
- EPDM bulb seals full perimeter for draft and weather control
- Lock/latch option: keyed/keyed or keyed exterior with interior thumb turn
- Curb (optional): Four-sided, 16-gauge, formed galvannealed steel sheeting 12" high and 1" polystyrene insulation. Powder coat gray finish

FINISH:

- Mill finish aluminum on all surfaces, no paint applied

HARDWARE:

- Hardware/fasteners are stainless steel, type 18-8

ENGINEERING DATA:

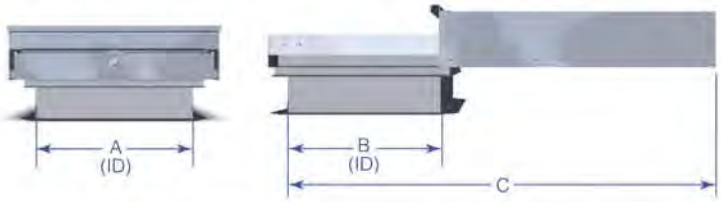
- Snow (service) downward load rating: 50 PSF
- Wind (service) upward load rating: 25 PSF
- Force to operate hatch: 11 lbs.

INSTALLATION:

- Ships fully assembled (curbing optional); assembly required for optional Safety Railing System attachment
- Field flashing of roof curbing may be required (not included)

MEASURING GUIDE:

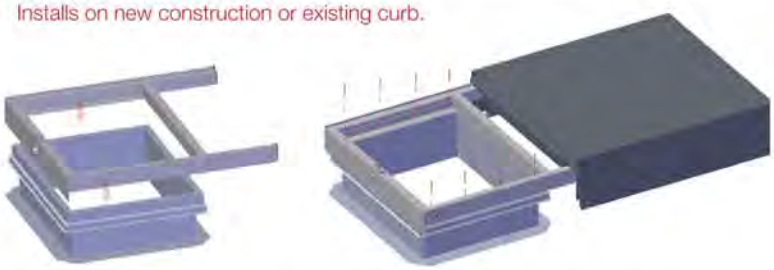
Lock Side View | **Slide Direction View**



Product Number	Opening Size A	Opening Size B	Operational Envelope C	Weight
SRH-3030A	30"	30"	87"	114 lbs.
SRH-3630A	36"	30"	87"	120 lbs.
SRH-3636A	36"	36"	99"	131 lbs.
Note: Curb must extend a minimum of 3" above roof surface. Maximum curb thickness is 3-1/8".				

INSTALLATION STEPS:

Installs on new construction or existing curb.



1. Apply provided gasketing around the perimeter of the top of the roof curb. Place hatch assembly squarely on level curb (panel not shown for clarification).

2. Open hatch panel and fasten in place through provided holes. If installing Safety Railing System, see Operation Manual for additional installation steps.

OSHA-COMPLIANT SAFETY RAILING SYSTEM:

Protect your roof hatch opening with an optional Safety Railing System. This four-sided railing system is designed specifically for the Slidewise Roof Hatch, ensuring a safe, stable grip for employees entering and exiting the roof hatch. Designed to meet federal OSHA safety railing requirements.



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Compliance Requires That Hatch Openings Must Be Protected

It is easy to ignore safety precautions with roof hatches because most of us simply do not use them very much. However, for those maintenance workers who need to come and go through roof openings to complete their jobs every day, safety around an open hatch is paramount.

IN MOST SITUATIONS, OSHA REGULATION 29 CFR 1910.23 REQUIRES THAT THE EXPOSED SIDES OF OPENINGS IN FLOORS HAVE GUARDRAIL PROTECTION.

OSHA also acknowledges that similar safety issues exist with roofs.

In fact, the American National Standards Institute (ANSI) standard A1264.1-1995, Safety Requirements of Workplace Floor and Wall Openings, Stairs and Railing Systems, requires that the exposed sides of ladderway openings in any working or walking surface be protected by guardrails.

Unprotected openings in roofs, therefore, could likely be cited under the general duty clause of the Occupational Safety and Health Act, requiring an employer to provide a workplace free from these recognized hazards.

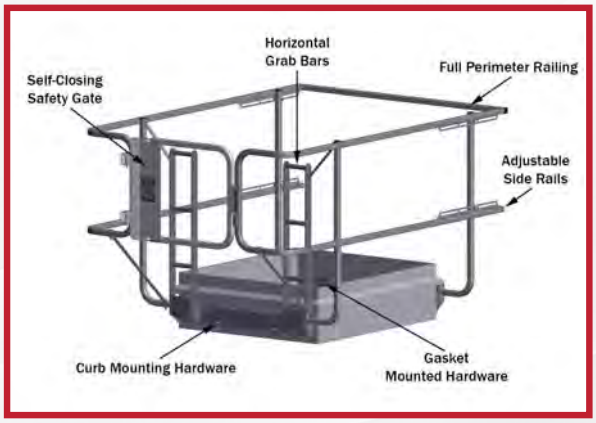
PS Access Solutions manufactures the industry's leading solution to this safety challenge:

- **HatchSafe®** is designed to meet federal OSHA safety railing requirements. It provides permanent, four-sided protection designed specifically for your roof hatch opening, ensuring a safe, stable grip for employees entering and exiting the roof hatch.

Sources: Open roof hatches should be protected; grab... Standards Interpretations, Standard Number 1910.27(c)(7); 1910.23, Fairfax, Richard E. (2000). Directorate of Enforcement Programs, United States Department of Labor.

https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=INTERPRETATIONS&p_id=23740





Contact PS Access Solutions to give your workers improved safety when using ladders and roof hatches.

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SECTION 00 55 00

NOTICE TO PROCEED

Dated: xxxxxxxxxx, 2024

TO: xxxxxxxxxxxxxx (Contractor)

ADDRESS: xxxxxxxxxxxxx
xxxxxxxxxxxxx

RE: COUNTY OF YOLO

PROJECT:

Yolo County 500 Jefferson Bldg. A Roof Replacement Project
BID NO. 01

CONTRACT FOR

You are notified that the Contract Time under the above contract will commence to run on xxxxxxxxxxxxxxxxxxx, 2024. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Construction Agreement (Document 00 52 00), the date of final completion 75 calendar days from the date of this notice.

THE COUNTY OF YOLO

By:_____

Chris Rice

Project Manager
Yolo County General Services Department

Docusign Envelope ID: 32AEB766-8009-44CB-BCF4-F6B1AF88C202

BID ADDENDUM NO. 04

Date: December 09, 2024

To Drawings and Specifications approval date

for

Yolo County

500A Jefferson Blvd.

West Sacramento, CA 95605

Prepared by: **BEAM PROFESSIONALS**
2600 Tenth Street, Suite 700
Berkeley, CA 94710

BEAM Professionals Project No: 240264

A. Receipt of this Addendum shall be acknowledged on the Bid Form.

B. This Addendum forms part of the Contract documents for the above referenced project and shall be incorporated integrally therewith.

C. Each bidder shall make necessary adjustments and submit this proposal with full knowledge of all modifications, clarifications, and supplemental data included therein. Where provisions of the following supplemental data differ from those of the original Contract Documents, this Addendum shall govern.

CLARIFICATIONS

Item No. 01 **Question:** Section 01-11-00 – Summary of Work – A – denotes mechanically attached 2" polyiso insulation with ½" adhered Densdeck?

Answer: Section 01-11-00 – Summary of Work has been updated to show mechanically attached 1" polyiso insulation with 1/2" adhered Densdeck

Item No. 02 **Question:** Spec Section 07 54-23 – 2.6 – B – denotes 3.5" mechanically attached polyiso insulation with ¼" adhered Densdeck?

Answer: Section 07-54-23 – 2.6-B has been updated to show mechanically attached 1" polyiso insulation with 1/2" adhered Densdeck

Item No. 03 **Question:** The drawing sheet A-1 – addendum #2 denotes ½" adhered coverboard over 1" mechanically attached polyiso insulation?

Docusign Envelope ID: 32AEB766-8009-44CB-BCF4-F6B1AF88C202

Answer: This information is correct. No change has been made to the drawings

SPECIFICATIONS

Item No. 1	**Section 01-11-00** – Summary of Work has been updated to show mechanically attached 1” polyiso insulation with 1/2" adhered Densdeck
Item No. 2	**Section 07-54-23 – 2.6-B & C** have been updated to show mechanically attached 1” polyiso insulation with 1/2" adhered Densdeck

End of Addendum No. 04

Docusign Envelope ID: 32AEB766-8009-44CB-BCF4-F6B1AF88C202

SECTION 01 11 00 SUMMARY OF WORK

GENERAL

1.1 RELATED DOCUMENTS

A. Conditions of the contract and Division 1, as applicable, apply to this Section.

1.2 SCOPE OF WORK

A. **Base Project** – Building A, 500 Jefferson Blvd, West Sacramento, CA 95605

Roof Area A1

Contractor to remove all existing roofing materials from all pipe flashings and curb locations down to below level of new required seal. Remove/replace all roofing materials that show evidence of dry rot. Once complete, install new decking and insulation to match the existing roof height.

Remove abandoned HVAC and curb and replace framing, infill with new decking using correct nailing pattern to match existing. Provide 1” of rigid insulation. Raise perimeter nailers if needed to match finished roof height. Demo any areas of the roof sheathing that show evidence of dry-rot. Re-install existing (or new at curbs required to be raised) all curbs, piping, conduit, and gas lines. Curbs shall have a finished height no less than 10" above Finished adjacent roof height.
Repair all EPDM skirt flashings at HVAC units that provide direct pathways for water to enter below units. Clean and prep substrate to receive new roofing system.

Eliminate all areas of ponding before mechanically attaching 1” Polyiso insulation. Fully Adhered 1/2" primed DensDeck board, followed by fully-adhering new specified 80-mil PVC membrane with all new associated metals.

Clean rust and other loose materials from existing gutters and downspouts then prime and paint to match existing adjacent low roof area gutters and downspouts. Tie-in existing gutters to new roofing with compatible 3-course material.

Apply liquid flashing at any and all parapets which are less than or equal to 4” in height

Install 4” wide PVC tape to be heat welded to the roofing material at 5-ft from roof perimeter, see 07 72 00 roof accessories for additional indications.

1.3 SALVAGED MATERIALS

A. Owner may salvage all items deemed reusable or necessary to keep for items to be demolished prior to the start of demolition and construction.

B. Contractor shall remove and turn over additional items to the Owner, as directed.

C. Contractor shall demolish, remove and salvage all other items of demolished work.

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B. Polyisocyanurate Roof Insulation: Shall comply with ASTM C1289 Type II, Class 1, Grade 2 (20 psi minimum compressive strength). Insulation shall be surfaced on both sides with a non-asphaltic non-organic coated fiberglass facers. Thickness shall be a minimum 1" over all conditioned air space, see drawings for details.
   1. Approved product:
      a. **Sarnafil Product**: SarnaTherm CG-20psi
      b. **Carlisle Product**: InsulBase PolyISO
      c. **Soprema Product**: Sopra-ISO
      d. **GAF Product**: EnergyGuard Polyiso Insulation

C. Recover Board: Glass-Faced Gypsum Roof Board equal to UL rated Type X "Dens Deck Prime" as produced by Georgia-Pacific. Board sizes shall be 48" x 96" x 1/2" or as indicated on drawings for roof assembly. Provide as required by manufacture recommendation primer for Roof System. Approved substitute, SECUROCK by USG.

D. Tapered Polyisocyanurate Insulation: Shall comply with ASTM C1289 Type II, Class 1, Grade 2 (20 psi minimum compressive strength) Insulation shall be surfaced on both sides with a non-asphaltic non-organic coated fiberglass facers. Board sizes shall be 48"x48" sloped/cut to 1/4 inch per foot slope or as indicated on drawings for roof assembly.
   1. Approved product:
      a. **Sarnafil Product**: SarnaTherm CG-20psi
      b. **Carlisle Product**: InsulBase PolyISO
      c. **Soprema Product**: Sopra-ISO
      d. **GAF Product**: EnergyGuard Polyiso Insulation

E. Tapered Edge Strip: 1-1/2 inches to 0 inches, 18 inches x 48 inches, install at all roof drains, expansion joints, curbs, projections, crickets, saddles and base flashings. Approved material shall be as manufactured by Cant Products or pre-approved equal.

2.7 ACCESSORIES

A. General: Furnish auxiliary materials recommended by Roofing System Manufacturer for intended use and compatible with membrane roofing materials.
   1. Furnish liquid-type auxiliary materials that meet VOC limits of authorities having jurisdictions.

B. Flashing and Flashing Accessories: As recommended by the Thermoplastic sheet Manufacturer's printed instructions for reinforced sheet flashing of same material, type, thickness, and color as sheet membrane.

C. Fasteners: FM Approved corrosion resistant steel screws of the appropriate size for fasteners for roof membrane and insulation attachment and for sheet metal flashing. Fasteners for the membrane shall be supplied by the Thermoplastic Manufacturer and are to be installed as recommended by Thermoplastic Sheet Manufacturer's printed instructions.
   1. Shall be Factory Mutual approved and supplied by the manufacturer for the specific application.
   2. Fastener for Brick: Shall be 1/4 inch x 2 inches, stainless steel nail, one piece unit, flat head, as manufactured by Rawl Zamac Nailin, or approved equal.
   3. Nails: G-90 galvanized or non-ferrous type, size as required to suit application, minimum 11 gauge with 3/8 inch diameter head.

D. Bonding Adhesive: As recommended by Thermoplastic Sheet Manufacturer's printed instructions to develop a bond between the membrane and the substrate to which the membrane is to be attached. Sarnacol Bonding Adhesive or approved substitute.

E. Metal Termination Bars: Manufacturer's standard aluminum bars, approximately 1-inch (25-

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500 JEFFERSON (BLDG. A)
W. SAC, CA ROOF PROJECT

COUNTY OF YOLO



Administration

JASON EISENHART
Facilities Superintendent

TONIA MURPHY
Fiscal Administrative Officer

RYAN PISTOCHINI
Director General Services

CHRIS RICE
Capital Projects Division Manager

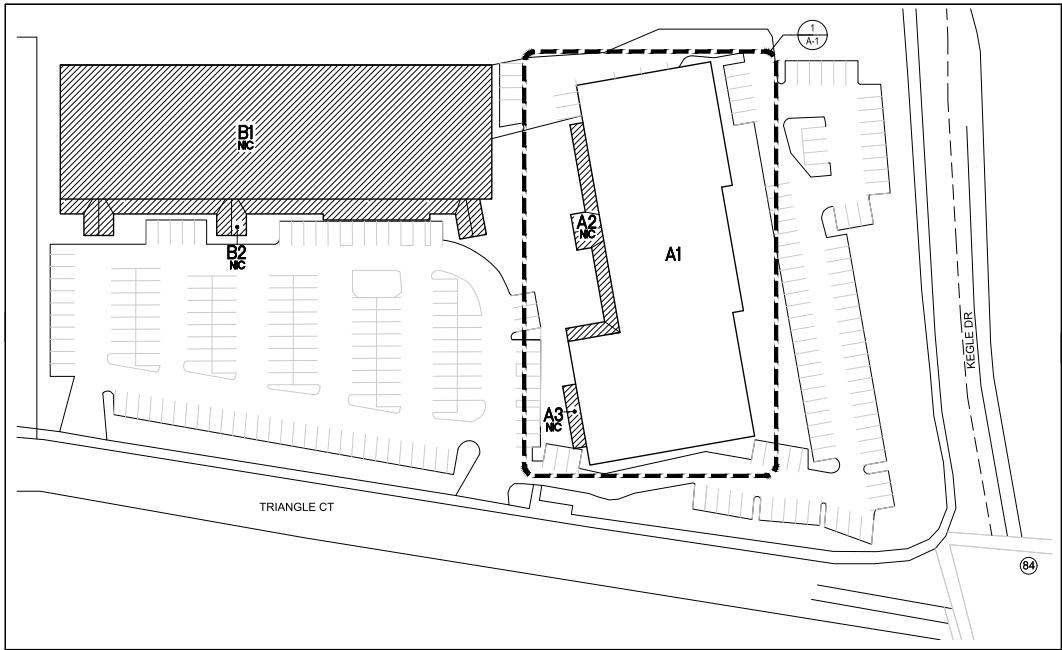
BEAM PROFESSIONALS

Project: 240264

BEAM Professionals
2600 Tenth Street
Suite 700
Berkeley, CA 94710
510-450-1999 P
BEAMProf.com

09/27/2024
ISSUED FOR BID

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2 SITE MAP
1"=40'-0"

APPLICABLE CODES AND STANDARDS

2022 CALIFORNIA ADMINISTRATIVE CODE (CAC)
2022 CALIFORNIA BUILDING CODE (CBC)
2022 CALIFORNIA ELECTRICAL CODE (CEC)
2022 CALIFORNIA MECHANICAL CODE (CMC)
2022 CALIFORNIA PLUMBING CODE (CPC)
2022 CALIFORNIA ENERGY CODE (CEnC)
2022 CALIFORNIA FIRE CODE (CFC)
2022 CALIFORNIA EXISTING BUILDING CODE (CEBC)
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN)
ALL APPLICABLE COUNTY OF YOLO AMENDMENTS

BUILDING OCCUPANCY CATEGORY: B (BUSINESS)

REFER TO ASBESTOS REPORT PROVIDE BY OWNER

APPLICABLE LOADS (CBC 1603A.1 & ASCE 7-16)

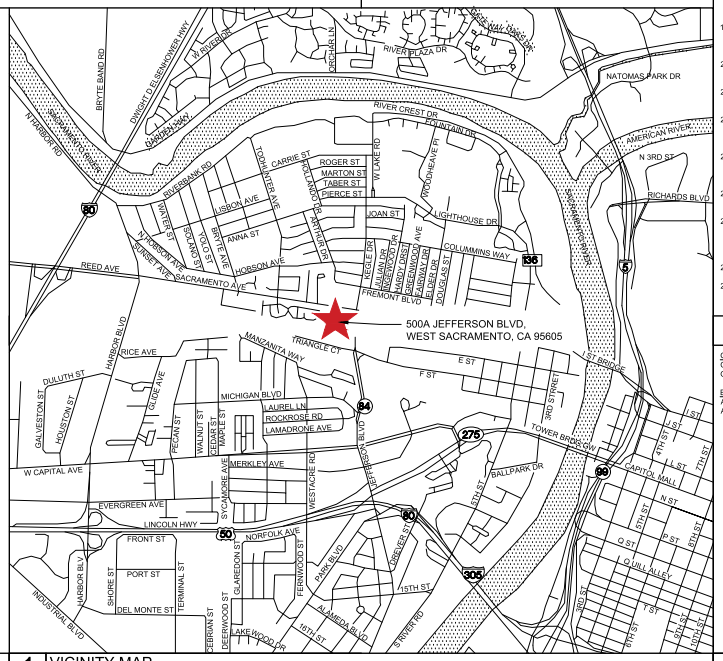
NON-OCCUPIABLE ROOF LIVE LOAD 20 PSF

SUPERIMPOSED DEAD LOAD (ASCE 7-16) 3.2 PSF < 5 PSF
(EXEMPT FROM STRUCTURAL REVIEW)

1/2" DENS DECK	2.1 PSF
1" RIGID INSULATION	0.4 PSF
SINGLE-PLY MEMBRANE	0.7 PSF
TOTAL	3.2 PSF

RAIN 100-YR: 2 IN/HR
SNOW: P_G = 0
ICE: 0 IN
WIND: EXPOSURE CATEGORY B (CBC 2022)
V ULT = 122 MPH (CBC Table 1609.3.1 & 1609.3(2))
V ASD = 94 MPH

CODE & STANDARDS



1 VICINITY MAP
NOT TO SCALE

INDEX OF DRAWINGS

GENERAL SHEETS
CVR COVER SHEET
G-0 GENERAL INFORMATION

BUILDING ENVELOPE
A-1 ROOF PLAN
A-2 ROOF DETAILS

500A JEFFERSON BUILDING
500A JEFFERSON BLVD WEST SACRAMENTO, CALIFORNIA 95605

BASE PROPOSAL SCOPE: ROOF OVERLAY
CONTRACTOR TO REMOVE ALL EXISTING ROOFING MATERIALS FROM ALL PIPE FLASHINGS AND CURB LOCATIONS DOWN TO EXISTING SUBSTRATE. REMOVE/REPLACE ALL ROOFING MATERIALS THAT SHOW EVIDENCE OF DRY ROT AND REPLACE IN-KIND. ONCE COMPLETE, INSTALL NEW DECKING WHERE REQUIRED AND ROOFING TO MATCH THE EXISTING ROOF HEIGHT.

REMOVE ABANDONED HVAC AND CURB WHERE REQUIRED AND REPLACE FRAMING, DECKING USING IN-KIND NAIL PATTERN TO MATCH EXISTING AND ROOF OVER. RAISE PERIMETER NAILERS IF NEEDED TO MATCH FINISHED ROOF HEIGHT. REPLACE AND INSTALL ALL CURBS, PIPES, CONDUIT, AND GAS LINES. CURBS SHALL HAVE A FINISHED HEIGHT NO LESS THAN 10" ABOVE ADJACENT ROOF HEIGHT.

ELIMINATE ALL AREAS OF PONDING BEFORE MECHANICALLY ATTACHING 1" POLYISO INSULATION, ADHESIVELY ATTACHED 1/2" COVER BOARD, FOLLOWED BY FULLY ADHERED NEW 60-MIL PVC MEMBRANE WITH ALL NEW ASSOCIATED METALS.

REPAIR ALL EPDM SKIRT FLASHINGS AT HVAC UNITS THAT PROVIDE DIRECT PATHWAYS FOR WATER TO ENTER BELOW ,CLEAN AND PREP SUBSTRATE TO RECEIVE NEW ROOFING SYSTEM. CLEAN RUST AND OTHER LOOSE MATERIALS FROM EXISTING GUTTERS AND DOWNSPOUTS THEN PRIME AND PAINT TO MATCH EXISTING ADJACENT LOW ROOF AREA GUTTERS AND DOWNSPOUTS. TIE-IN EXISTING GUTTERS TO NEW ROOFING WITH COMPATIBLE 3-COURSE MATERIAL.

APPLY LIQUID FLASHING AT ANY AND ALL PARAPETS WHICH ARE LESS THAN OR EQUAL TO 4" IN HEIGHT

INSTALL 4" WIDE PVC TAPE TO BE HEAT WELDED TO THE ROOFING MATERIAL AT 5-FT FROM ROOF PERIMETER, SEE 07 72 00 ROOF ACCESSORIES FOR ADDITIONAL INDICATIONS 2

SCOPE OF WORK

1. CONTRACTOR SHALL VISIT SITE TO ASCERTAIN EXACT EXISTING CONDITIONS AND COMPONENTS RELATED TO THE WORK DESCRIBED BY THESE DOCUMENTS. AFTER AWARD OF THE CONTRACT, CHANGE ORDER REQUEST FOR ADDITIONAL MONEY SHALL NOT BE APPROVED IF THE WORK COULD HAVE BEEN ANTICIPATED DURING THE SITE VISIT BY THE CONTRACTOR. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ACCEPTED MANUFACTURER'S PRINTED INSTRUCTIONS AND WARRANTY REQUIREMENTS.
2. DIMENSIONS, DETAILS, EQUIPMENT SIZE AND LOCATION SHOWN IN THESE CONSTRUCTION DOCUMENTS ARE FOR CONVEYANCE OF DESIGN INTENT ONLY. EXACT SIZE, LOCATION, TYPE OF MATERIAL AND TYPE OF CONSTRUCTION OF EXISTING CONDITIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR TO ASCERTAIN AND CONFIRM.
3. REFER TO NOMENCLATURE FOR TYPE OF ROOF SYSTEM. ROOF AREAS ARE MARKED WITH DESIGNATED LETTER ON ROOF PLAN.
4. NOTE THAT SOME OF THE DETAILS DRAWN ARE GENERIC IN NATURE AND ARE NOT NECESSARILY LOCATED AND KEYED TO THE ROOF PLANS.
5. INDICATED ROOF HEIGHTS ARE GENERAL IN NATURE.
6. ALL NEW CRICKETS AND TAPERED INSULATION SHALL BE INSTALLED WITH A FINISHED 1/4" PER FOOT MIN. SLOPE. CRICKET THE UP SLOPE SIDE OF ALL SQUARE CURBS AND PROJECTIONS OVER 20" IN WIDTH.
7. REMOVE ALL ABANDONED EQUIPMENT IDENTIFIED ON SITE AND AS SHOWN ON OTHERWISE ON THESE DOCUMENTS.
8. REPLACE ROTTED AND / OR OTHERWISE DETERIORATED ROOF DECK MATERIAL WITH LIKE MATERIAL AND THICKNESS.
9. REPLACE ROTTED AND / OR OTHERWISE DETERIORATED WOOD NAILER MATERIAL WITH LIKE MATERIAL AND THICKNESS.
10. PATCH EXISTING ROOF DECK FOR HOLES LESS THAN 10" WIDE BY ANCHORING 22 GA. STAINLESS STEEL SHEET METAL TO BOTTOM OF EXISTING STEEL ROOF DECK TO MATCH EXISTING THICKNESS. PATCH EXISTING ROOF DECK FOR HOLES GREATER THAN 10" WIDE BY ANCHORING 22 GA. STAINLESS STEEL SHEET METAL TO BOTTOM OF EXISTING GYPSUM ROOF DECK SPANNING FROM JOIST TO JOIST.
11. AS APPLICABLE, ALL HVAC AND / OR DX UNITS, ELECTRICAL TRANSFORMERS, ROOF TOP EQUIPMENT, ETC. THAT ARE ON SLEEPERS SHALL BE DISCONNECTED / REMOVED, RAISED, AND PLACED ON NEW CURBED PLATFORMS AS DETAILED AND REINSTALLED / RECONNECTED. ALL CURB MOUNTED HVAC UNITS, EQUIPMENT, ETC. SHALL HAVE A MINIMUM 8" CURB HEIGHT AND ARE TO BE RAISED AS REQUIRED.
12. ALL DISCONNECTS AND RECONNECTS SHALL BE PERFORMED BY A LICENSED ELECTRICIAN.
13. WORK TO ANY EXISTING UTILITY CONDUIT OR PIPE SHALL BE PERFORMED BY SPECIFIC LICENSED SUBCONTRACTORS SPECIALIZING IN HVAC, PLUMBING AND ELECTRICAL WORK. PERMITS AND INSPECTIONS ARE REQUIRED. REROUTE AND / OR MODIFY UTILITY CONDUIT OR PIPE AS REQUIRED TO BE INSTALLED AS DETAILED.
14. UNLESS INDICATED OTHERWISE ON THE CONSTRUCTION DOCUMENTS, REPLACE AND RAISE (AS REQUIRED) ALL EXISTING EXPANSION JOINTS / AREA DIVIDERS / CURB MOUNTED EQUIPMENT / EXISTING ROOF HATCH/ SKYLIGHTS A MIN. 10" ABOVE ROOF DECK.
15. ALL SOIL STACK FLASHING SHALL BE A MIN. 8" ABOVE FINISHED ROOF SURFACE. COUPLE PVC PIPE ABOVE DECK AND COUPLE CAST IRON PIPE BELOW DECK.
16. ALL PIPING/ CONDUIT/ ETC. SHALL BE A MIN. 8" ABOVE ROOF SURFACE. PROVIDE PORTABLE PIPE HANGERS WITH PROTECTION PADS.
17. PROVIDE SHEET METAL HOODED (WITH METAL FACE CLOSURE) CAPS, WOOD WOOD CURB, BOX COVER AT ALL GAS AND WATER PIPE ROOF PENETRATIONS AS DETAILED. PROVIDE POSITIVE SLOPE AWAY FROM FACE COVER.
18. PROVIDE WALKWAY PROTECTION PADS AS SPECIFIED AROUND ALL ROOF HATCHES, HVAC ROOFTOP UNITS, DOORS THAT OPEN ONTO ROOF AND AT TOP AND BOTTOM OF ALL ROOF TOP ACCESS LOCATIONS.
19. INSTALL NEW SPLASH PAN AT ALL LOCATIONS WHERE ROOF DRAINAGE DISCHARGES ONTO ROOF AREA. INSTALL NEW SPLASH BLOCKS WHERE ROOF DRAINAGE DISCHARGES ON GROUND.
20. ISOLATE ALL HEAT PIPES / FLUES AS DETAILED AND RECOMMENDED AND OUTLINED IN THE NRCA MANUAL FOR HOT STACK FLASHING.
21. ALL OUTSIDE AIR INTAKES SHALL BE COVERED TO ELIMINATE ODORS AND FUMES FROM ENTERING INTO THE BUILDING DURING CONSTRUCTION WORK.
22. EXAMINE AND CLEAN EXISTING DRAIN LINES OF DEBRIS AND BLOCKAGE, FLUSH WITH WATER TO ENSURE THAT DRAINS FLOW FREELY. REPAIR EXISTING DRAINS AS REQUIRED.
23. OWNER WILL VERIFY PROPER OPERATION OF ALL ROOF TOP EQUIPMENT BEFORE AND AFTER THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ALL INOPERABLE EQUIPMENT PRIOR TO RELEASE OF PROJECT.
24. REPLACE ALL RUSTED AND / OR DETERIORATED EXISTING METAL VENT FLASHING AND FLUES.
25. PRIOR TO COMMENCEMENT OF WORK, COORDINATE WALK OF ENTIRE ROOF WITH ROOFING MANUFACTURER'S TECHNICAL REPRESENTATIVE TO IDENTIFY AND LOCATE ALL AREAS OF HIGH SLOPE OR OTHER CONDITIONS WHICH MIGHT REQUIRE SPECIAL PROCEDURES FOR SYSTEM ATTACHMENT.
26. PAINT ALL EXPOSED GAS PIPE TO REMAIN.
27. EXISTING OVERFLOW DRAIN LINE PIPES ARE TO BE REPLACED WITH OVERFLOW ROOF DRAIN ASSEMBLIES PER PLUMBING SPECIFICATIONS.

GENERAL NOTES

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Berkeley, CA 94710
510-450-1999 P
BEAMProf.com

500 JEFFERSON (BLDG. A) W. SAC, CA, ROOF PROJECT
500 JEFFERSON BLVD
WEST SACRAMENTO, CA, 95605
COUNTY OF YOLO

Shawn W. LeCrone
IIBEC
0589
Registered Roof Consultant

CLIENT	COUNTY OF YOLO
PROJECT NUMBER	240264
DATE	11/14/2024
DRAWN BY	CFH/HN
CHECKED BY	HN/LH

REVISIONS

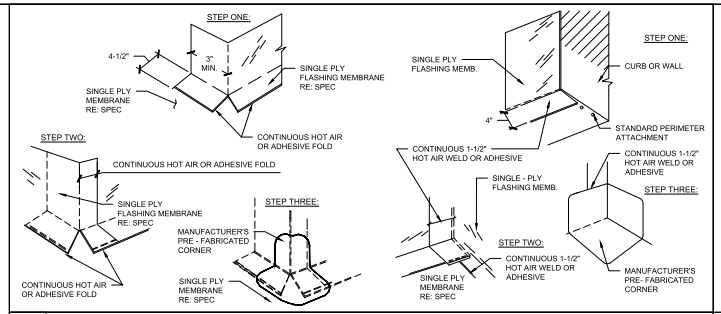
No.	DESCRIPTION	DATE
1	ADDENDUM TO BID	11/14/24
2	ADDENDUM TO BID #2	11/26/24

ISSUSE FOR BID

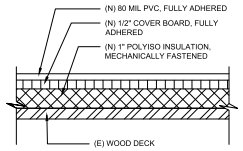
GENERAL INFORMATION

G-0

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1 GENERAL
NOT TO SCALE



A

NEW NOMENCLATURE
NOT TO SCALE

AREA	APROX. SQ. FT.	EXISTING NOMENCLATURE	NEW NOMENCLATURE	REMARKS
A1	29,600	WD/ 1/2" PB/ BUR/ AC	A	-
A2	–	NIC	NIC	-
A3	–	NIC	NIC	-
TOTAL	29,600			

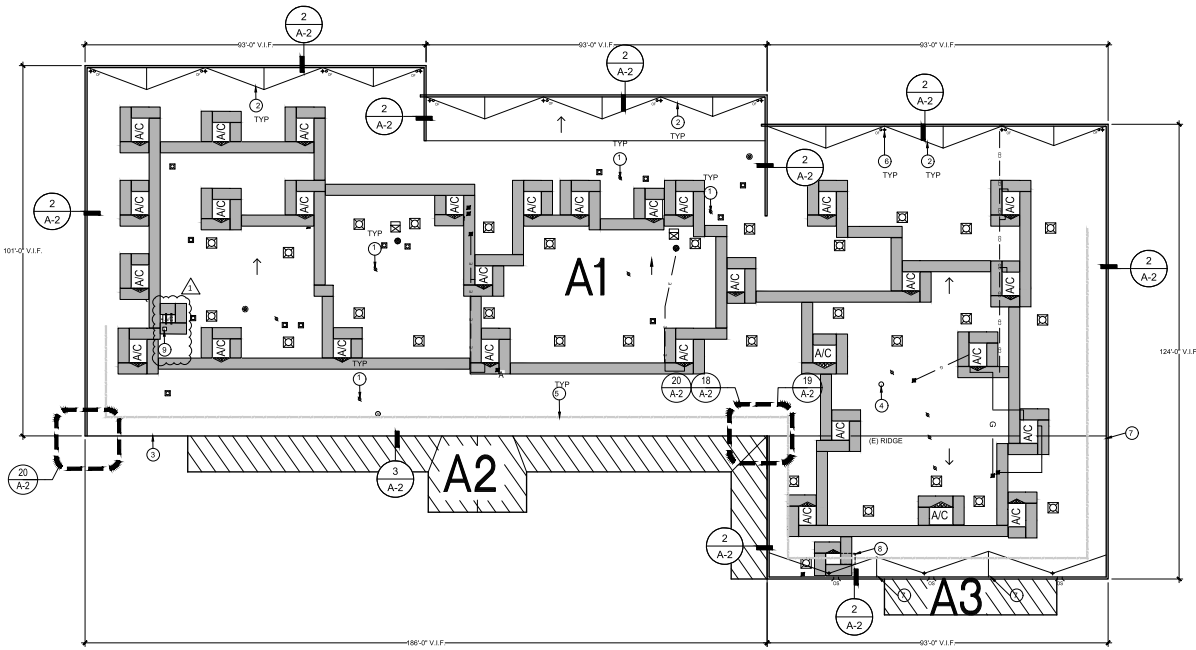
NOTE: SQUARE FOOTAGE'S SHOWN ARE FOR REFERENCE ONLY - (FIELD VERIFY) CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AND FOR ENSURING NEW CONDITIONS ADHERE TO ALL LOCAL AND FEDERAL CODES ALONG WITH INDUSTRY STANDARD GUIDELINES AND REMAIN IN A WATERTIGHT CONDITION.

ABBREVIATIONS:

PB: PERLITE BOARD
BUR: MULTI-PLY COAL TAR BUILT-UP ROOF SYSTEM
AC: ACRYLIC COATING
WD: WOOD DECK
MTLD: METAL DECK
NIC: NOT IN CONTRACT

REMARKS:

ROOF AREA INFORMATION



1 ROOF PLAN
SCALE: 1/16" = 1'-0"

1. INSTALL NEW LIQUID FLASHING AT LOW PLUMBING VENTS (RE: 12/A-2)
2. (E) PLYWOOD CRICKETS. PROTECT IN PLACE AND ROOF IN. REPLACE IN-KIND AS NECESSARY FOR DRY ROT.
3. (E) ROOF HOIST, ATTACHMENT AT THE EDGE OF THE ROOF. PROTECT IN PLACE AND ROOF IN.
4. (E) WATER SPIGOT . PROTECT IN PLACE AND ROOF IN.
5. 4" (ALTERNATE #1) WELDED PVC SAFETY STRIP AT 5' FROM THE ROOF PERIMETER WHERE THERE IS NO OR LOW PARAPET LESS THAN 2-FT TALL.
6. EXISTING ROOF DRAIN. CONTRACTOR TO CONFIRM DRAIN LINES ARE INSULATED TO ELIMINATE CONDENSATION
7. APPLY LIQUID FLASHING AT ANY PARAPET PORTION THAT IS LESS THAN OR EQUAL TO 4" IN HEIGHT
8. (N) SLIDING ROOF HATCH (PS ACCESS SOLUTIONS - 'SLIDEWISE') PER SPECIFICATION
9. PROVIDE HOODED CURB FOR (E) HVAC PIPE

KEYED NOTES

- PLUMBING VENT (RE:11/A-2)
- FLANGE VENT
- PITCH PAN (RE:12/A-2)
- EXIST. ROOF DRAIN (RE:6/A-2)
- OF OVERFLOW DRAIN (RE:5/A-2)
- CURB MOUNTED VENT (RE:10/A-2)
- ABANDONED CURB TO BE REMOVED/PATCHED
- POWER VENT (RE:9/A-2)
- BOILER VENT (RE:9/A-2)
- A ABANDON EQUIP.
- (E) RIDGE LINE
- GAS LINE (RE:14/A-2)
- E ELEC. LINE (RE:14/A-2)
- COND. LINE
- 4" W. PVC TAPE
- GOOSE NECK VENT
- A/C CURB MOUNTED A/C (RE:10/A-2)
- SPLASH BLOCK
- A/C ON POSTS (RE:8/A-2)
- ROOF HATCH (RE:16/A-2)
- OS OVERFLOW SCUPPER (RE:4/A-2)
- WALK PAD (RE:15/A-2)
- TAPERED INSULATION
- EXISTING / N.I.C.
- A1 ROOF AREA
- SLOPE INDICATOR

ROOF SYMBOL LEGEND

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500 JEFFERSON (BLDG. A)
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500 JEFFERSON BLVD
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COUNTY OF YOLO

Shawn W. LeCrone
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0589
Registered Roof Consultant

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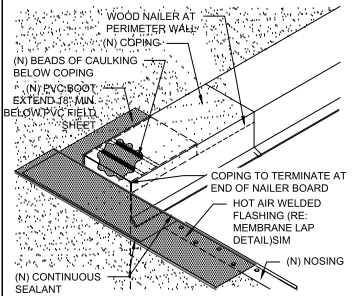
No.	DESCRIPTION	DATE
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2	ADDENDUM TO BID #1	11/26/24

ISSUSE FOR BID

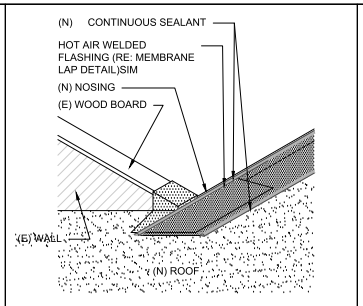
ROOF PLAN

A-1

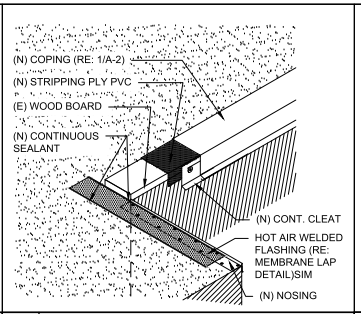
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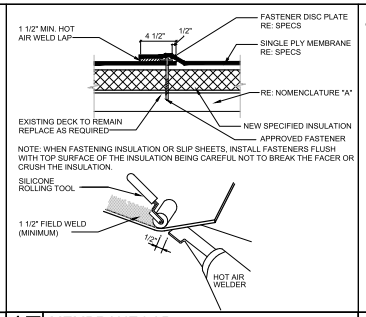
20 EDGE TO PARAPET FLASHING
NOT TO SCALE



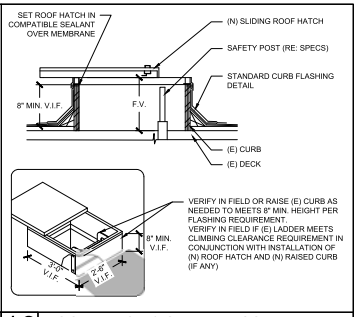
19 PARAPET FLASHING
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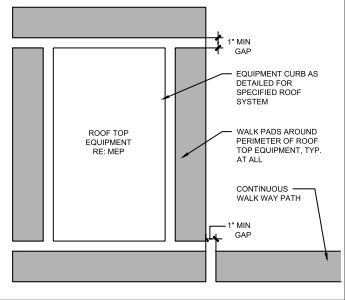
18 PARAPET TO PERIMETER EDGE
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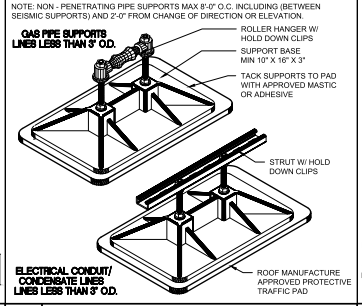
17 MEMBRANE LAP
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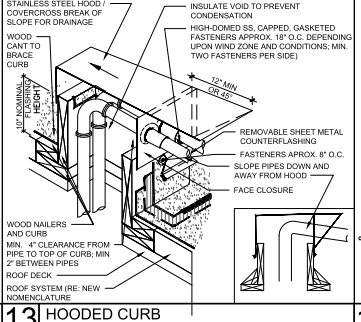
16 ROOF HATCH & SAFETY POST
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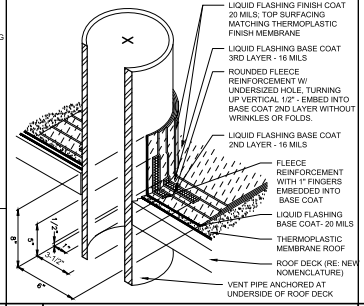
15 WALK PADS
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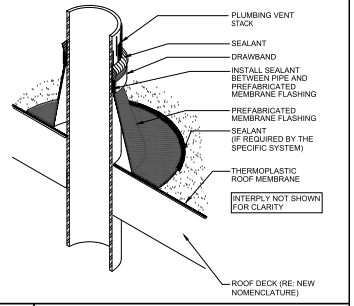
14 PIPE SUPPORTS
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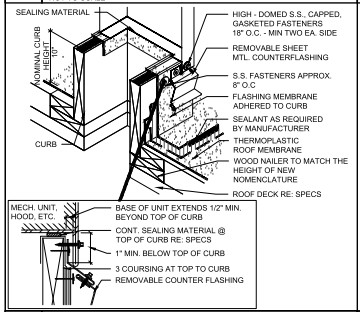
13 HOODED CURB
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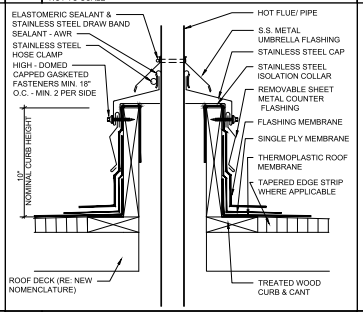
12 PIPE PENETRATION
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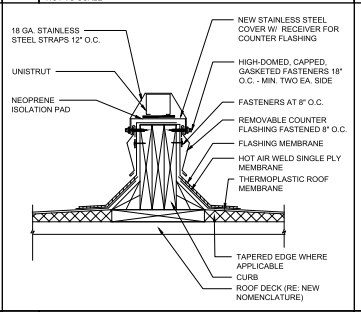
11 PLUMBING STACK
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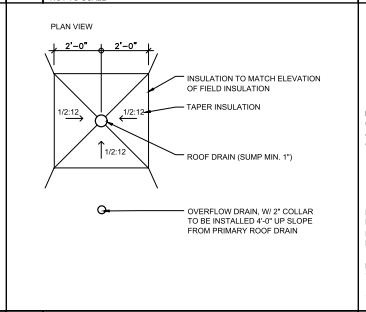
10 EQUIPMENT CURB
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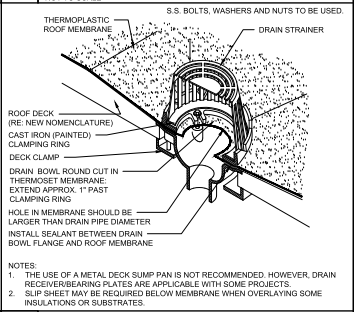
9 HOT STACK
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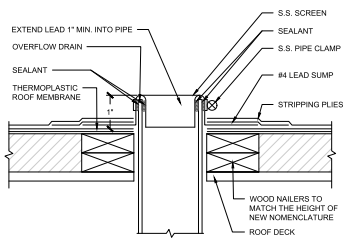
8 EQUIPMENT SUPPORT CURB
NOT TO SCALE



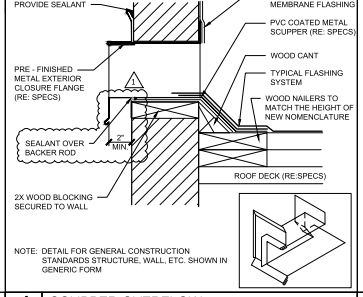
7 ROOF DRAIN SUMP DETAIL
NOT TO SCALE



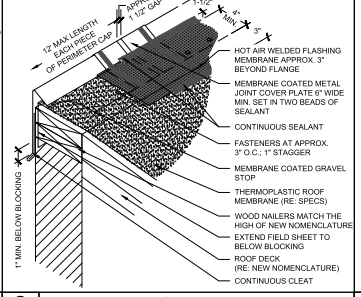
6 (E) ROOF DRAIN
N.T.S.



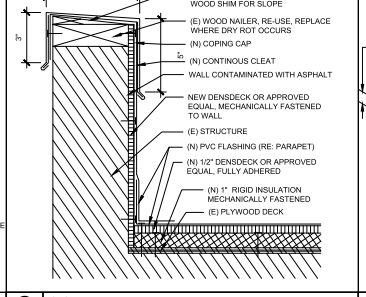
5 OVERFLOW DRAIN
N.T.S.



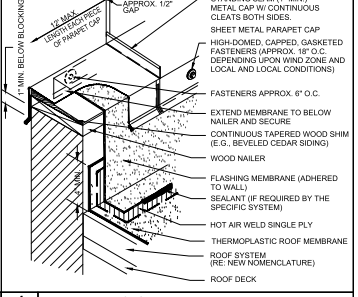
4 SCUPPER OVERFLOW
NOT TO SCALE



3 PERIMETER EDGE
N.T.S.



2 (E) PARAPET DETAIL
NOT TO SCALE



1 PARAPET & CAP
NOT TO SCALE

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ISSUSE FOR BID

ROOFING DETAILS

A-2