

## AGREEMENT

### HILL ROAD CORRECTIONAL FACILITY EXTERIOR FENCING PROJECT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF LAKE, hereinafter called "OWNER" and CR Fence Company Inc. dba Humboldt Fence, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- (1) The CONTRACTOR will commence and complete the Hill Road Correctional Facility Exterior Fencing Project, Bid No. 250855.
- (2) The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
- (3) The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within the time period required by the CONTRACT DOCUMENTS after the date of the Notice To Proceed and will complete the same within the time period required by the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
- (4) The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Two Hundred Twenty Five Thousand Nine Hundred Fifty Dollars (\$225,950.00), as shown in the CONTRACTOR'S bid.
- (5) The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) AGREEMENT
  - (B) PROJECT MANUAL
  - (C) ADDENDA ACKNOWLEDGED
  - (D) CONTRACTOR'S BID FORM
  - (E) BIDDER'S BOND
  - (F) PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION
  - (G) LIST OF SUBCONTRACTORS
  - (H) NONCOLLUSION AFFIDAVIT
  - (I) PUBLIC CONTRACT CODE CERTIFICATIONS
  - (J) WORKERS' COMPENSATION PARTICIPATION CERTIFICATION
  - (K) LOCAL WORKFORCE PARTICIPATION CERTIFICATION
  - (L) PAYMENT BOND
  - (M) PERFORMANCE BOND
  - (N) CHANGE ORDERS
- (6) The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- (7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

ATTEST: Susan Parker  
Clerk of the Board

COUNTY OF LAKE

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM:  
Lloyd Guintivano  
County Counsel

By: \_\_\_\_\_

CONTRACTOR

By:  \_\_\_\_\_

Name: Russ Renner

Title: President

Mailing Address:

5164 State Hwy 36  
FORTUNA, CA 95501

# PROJECT MANUAL

FOR CONSTRUCTION  
OF THE

Hill Road Correctional Facility Exterior Fencing  
4913 Helbush Drive, Lakeport, Ca. 95453  
Project No. 250855



## **BID OPENING DATE**

October 30, 2024  
10:00 A.M.

## **BID OPENING LOCATION**

County of Lake Public Services Department  
333 Second Street  
Lakeport, CA 95453

**DOCUMENT 00 11 13**

**ADVERTISEMENT FOR BIDS**

1.1 PROJECT INFORMATION

- A. Notice is hereby given that the County of Lake will receive sealed bids for construction of the following project:

1.2 HILL ROAD CORRECTIONAL FACILITY EXTERIOR FENCING PROJECT

A. BID NO. 250855

1. Regulatory Requirements: All bids shall be on the bid form provided by the County. Each bid must conform to and be responsive to all pertinent Contract Documents, including but not limited to, the Instructions to Bidders Document, 00 21 13, and the Supplementary Instructions to Bidders – Local Hiring for Public Works Contracts, 00 22 19.

B. Project Identification:

1. Hill Road Correctional Facility Exterior Fencing Project, Bid # 250855, 4913Hellbush Drive, Lakeport, CA 95453

C. Owner: County of Lake, 255 North Forbes Street, Lakeport, CA 95453.

1. Owner's Representative:  
Brian Powers  
Construction Project Manager  
333 Second Street  
Lakeport CA 95453  
Ph. 707-262-1618  
Fax. 707-262-0973

D. The Project consists of the installation of exterior fencing of the Hill Road Correctional Facility in Lakeport, CA.

E. The time to complete this project is Thirty (30) calendar days.

1.3 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: October 30, 2024  
2. Bid Time: 10:00 a.m., local time.  
3. Location: Lake County Public Services Department, 333 Second Street, Lakeport, CA 95453.

B. Bids will be thereafter publicly opened and read aloud.

## Exterior Fencing

## 1.4 BONDS

- A. A Bid Bond by an admitted surety insurer on the form provided by the County, cash, or a cashier's check or a certified check, drawn to the order of the County of Lake, in the amount of five percent (5%) of the total bid price, shall accompany the Bid Form, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the County for the performance of the services as stipulated in the bid. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.
- B. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
- C. The successful Bidder may substitute securities for any monies withheld by the County to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

## 1.5 INDUSTRIAL RELATIONS REQUIREMENTS

- A. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or on the Internet at: <http://www.dir.ca.gov>.
- B. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The following requirements apply to this bid and contract:
  1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

## 1.6 PREBID MEETING

- A. A non-mandatory pre-bid meeting will be held at 4913 Hellbush Drive, Lakeport, CA 95453 on October 17, 2024 at 10:00 a.m., local time.
  1. Bidders' Questions: County will provide responses at Prebid conference to bidders' questions received up to two business days prior to conference.

## 1.7 DOCUMENTS

- A. Online Procurement and Contracting Documents: Obtain access by contacting any of the following locations
  1. <http://www.lakecountyca.gov/Business/WithCounty/RFP.htm>
  2. Construction Bidboard (Ebidboard)

## Exterior Fencing

- 11622 El Camino Real, #100  
San Diego, CA 92130  
Phone: 800-479-5314  
Email: [support@ebidboard.com](mailto:support@ebidboard.com)  
Website: [www.ebidboard.com](http://www.ebidboard.com)
3. Dodge Data & Analytics  
830 Third Avenue, 6th Floor  
New York, NY 10022  
Phone: 877-784-9556  
Email: [support@construction.com](mailto:support@construction.com)  
Website: [www.construction.com](http://www.construction.com)
  4. Humboldt Builders Exchange, Inc.  
1213 5th Street  
Eureka, California 95501  
Phone: 707-442-3708  
Website: [www.humbx.com](http://www.humbx.com)
  5. Shasta Builders Exchange  
5800 Airport Road  
Redding, CA 96002  
Phone: 530-221-5556  
Email: [info@shastabe.com](mailto:info@shastabe.com)  
Website: [www.shastabe.com](http://www.shastabe.com)
  6. North Coast Builders Exchange  
1030 Apollo Way  
Santa Rosa, CA 95407  
Phone: 707-542-9502  
Fax: 707-542-2027  
Website: [www.ncbeonline.com](http://www.ncbeonline.com)
  7. Marin Builders Association  
660 Las Gallinas Avenue  
San Rafael, CA 94903  
Phone: 415-462-1220  
Fax: 415-462-1225  
Email: [mba@marinbuilders.org](mailto:mba@marinbuilders.org)  
Website: [www.marinba.org](http://www.marinba.org)
  8. Placer County Contractors Association & Builders Exchange  
10656 Industrial Avenue, Suite 160  
Roseville, CA 95678  
Phone: 916-771-7229  
Fax: 916-771-0556  
Website: [www.pccamembers.com](http://www.pccamembers.com)
- 1.8 CONTRACT AWARD
- A. The County shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount only.
- 1.9 TIME OF COMPLETION
- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

Exterior Fencing

1.10 BIDDER'S QUALIFICATIONS

- A. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses:
  - 1. C-13 – Fencing Contractor
  
- B. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.

END OF DOCUMENT 00 11 13



**DOCUMENT 002113**

**INSTRUCTIONS TO BIDDERS**

- 1.1 Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid. County will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to County, Bidder's bid may be rejected at the sole discretion of County.
- A. Bids are requested for the following project:
    - 1. Hill Road Correctional Facility Exterior Fencing
  - B. County will receive sealed Bids from Bidders as stipulated in the Notice to Bidders Document 00 11 13.
  - C. Bidders must submit Bids on Bid Form 00 41 13 and all other required County forms. Bids not submitted on the County's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
  - D. Bidders must supply all information required by each Bid Document. Bids must be full and complete. County provides a bid submittal checklist, Form 00 43 93, for bidders convenience. 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. Bidders must complete and submit all of the following documents with Bid:
    - 1. Bid Bond (or other security) 00 43 13
    - 2. Designated Subcontractors List 00 43 36
    - 3. Non-Collusion Affidavit 00 45 13
  - E. Bidders must submit with their Bids: cash; a cashier's check (or a certified check) payable to County; or a Bid Bond, of not less than five percent (5%) of amount of base Bid, plus all additive alternates. Required form of corporate surety, Bid Security Form, is provided by County and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
  - F. If Bidder to whom Contract is awarded shall for SEVEN (7) calendar days after the date of the Notice of Award, fail or neglect to enter into Contract and submit required bonds, insurance certificates, and all other required documents, County may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by County as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of County. It is agreed that calculation of Damages County may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
  - G. Bidders must submit with the Bid the Designated 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



## Exterior Fencing

contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

- H. County will transmit to all prospective Bidders of record such Addenda as County in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the County as a result of the Site Visit, if any shall constitute the sole and exclusive record and statement of the results of the Site Visit.
- I. Bidders shall submit the Non-Collusion Affidavit with their Bids. Bids submitted without the Non-Collusion Affidavit shall be deemed non-responsive and will not be considered.
- J. Bids shall be clearly written without erasure or deletions. County reserves the right to reject any Bid containing erasures or deletions.
- K. Bidders shall not modify Bid Form 00 41 13 or qualify their Bids. Bidders shall not submit to the County a scanned, re-typed, word-processed, or otherwise recreated version of Bid Form 00 41 13 or other County-provided document.
- L. The successful Bidder and all its subcontractors shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code.
- M. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to County that Bidder has fully completed the following:
  - 1. 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 that 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;
  - 2. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that 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;

## Exterior Fencing

3. 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;
4. Bidder has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by County is acceptable to Bidder;
5. Bidder has made a complete disclosure in writing to County of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of County or other officer or employee of County presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
6. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represents in its Bid Form 00 41 13 and the Agreement that it performed prior to bidding. Bidders are charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
7. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, County only warrants, and Bidder may only rely, on the accuracy of limited types of information.
  - a. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on County-supplied information regarding above-ground conditions or as-built conditions.
  - b. As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. County is not responsible for the completeness of such information for bidding or construction; nor is County responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is County responsible for subsurface conditions that are not specifically shown (for example, County is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
8. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the Asbestos Analytical Data Report included in Appendix B.
  - a. These reports and drawings are not Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions Information, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

## Exterior Fencing

- N. Bidders may examine any available "as-built" drawings of previous work by giving County reasonable advance notice. County will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions Information applies to all supplied "as-built" drawings.
- O. 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 available upon request at the Lake County Public Services office, 333 Second Street, Lakeport, CA. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
- P. All questions about the meaning or intent of the Contract Documents are to be directed in writing, including by e-mail, to County. Interpretations or clarifications considered necessary by County in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by County as having received the Contract Documents. Questions received less than TEN (10) business days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- Q. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by County.
- R. Each Bidder must acknowledge each Addendum in its Bid Form 00 41 13 by number or its Bid shall be considered non-responsive. Addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from County.
- S. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. County is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that County has not approved. Bidders and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
1. County must receive any request for substitution a minimum of TEN (10) business days prior to bid opening.
  2. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
  3. Approved substitutions shall be listed in Addenda. County reserves the right not to act upon submittals of substitutions until after bid opening.
  4. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
- T. All Bids must be sealed, and marked with name and address of the Bidder and the Project Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
1. Mark envelopes with the name of the Project.

## Exterior Fencing

2. Bids must be submitted at the place and by date and time shown in the Instructions to Bidders.
  3. Bids must contain all documents as required herein.
- U. Bids will be opened at or after the time indicated for receipt of bids.
- V. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the County's option and under terms established in the Contract and pursuant to section 20 10 3.8 of the Public Contract Code, be selected for the Work. County shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in these contract documents.
- W. Time for Completion: County may issue a Notice to Proceed within NINETY (90) calendar days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
1. In the event that County desires to postpone issuing the Notice to Proceed beyond the 90-day period above, it is expressly understood that with reasonable notice to the Contractor, County may postpone issuing the Notice to Proceed.
  2. It is further expressly understood by Bidder that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond the 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to County within TEN (10) calendar days after receipt by Contractor of County's notice of postponement.
  3. It is further understood by Bidder that in the event that Contractor terminates the Contract as a result of postponement by County, County shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which County had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
  4. Should the Contractor terminate the Contract as a result of a notice of postponement, County shall have the authority to award the Contract to the next lowest responsive responsible bidder.
- X. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the SEVENTH (7TH) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles County to reject the bid as non-responsive.
1. Agreement: To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature.
  2. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  3. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
  4. Insurance Certificates and Endorsements as required.
  5. Workers' Compensation Certification.
  6. Prevailing Wage and Related Labor Requirements Certification.
  7. Hazardous Materials Certification.

## Exterior Fencing

8. Contractor's Safety Plan specifically adapted for the Project.

## Y. Bid Protests:

1. Any party with a direct financial interest who is aggrieved by any alleged material irregularity in connection with the intended award of a bid, may file a bid protest with the Purchasing Agent, where such protest is based on alleged violations of Federal, State, or local law or ordinance, or alleged material irregularity in either the County's bid invitation or in the bid to which an awarded is intended. Generally, non-material irregularities in a bid response are those that substantially conform to the bid requirements and do not affect the bid price, time or conditions in such a way as to affect the amount of the bid or provide a competitive advantage or benefit not allowed to other bidders. Material irregularities in a bid invitation provide a competitive advantage or benefit to one (1) bidder that is not enjoyed by other bidders. The Purchasing Agent may determine whether an alleged irregularity exists and whether it is material or non-material and shall have the authority to waive non-material irregularities. A bid protest must:
  - a. Be written
  - b. State the specific alleged violation of law or alleged material irregularity
  - c. Request a determination of the appeal
  - d. Provide a telephone number and email address at which the appellant can be contacted
  - e. Be filed no later than seventy-two (72) hours after the bid opening (Saturdays, Sundays and holidays excepted). Any protest filed after this time will not be considered.
2. The party filing the appeal ("appellant") must concurrently transmit a copy of all appeal documents and any attachments to all other parties with a direct financial interest which may be adversely affected by the determination of the appeal.
3. Within seventy-two (72) hours of receipt of appeal, the Purchasing Agent shall provide written notification to the appellant of the determination. A determination under this procedure shall be final except that the Purchasing Agent's decision may be appealed to the County Administrative Officer in writing within forty-eight (48) hours from the Purchasing Agent's notification to appellant.

Z. A responsive bid is a solicited bid that has been determined to be in conformance with the conditions, completion or delivery requirements, and specifications detailed in the solicitation for bid. Responsive bids are those submitted on time; contain complete information, and required submittals and/or supporting documentation.

AA. A responsible bidder is defined by the California Public Contract Code section 1103 as "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this public works contract."

BB. County reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if County believes that it would not be in the best interest of County 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 County. County also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an

Exterior Fencing

"unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

- CC. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the figures or numerals.
  
- DD. Prior to the award of Contract, County reserves the right to consider the responsibility of the Bidder. County may conduct investigations as County deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, 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 County's satisfaction within the prescribed time.

END OF DOCUMENT 00 21 13



**DOCUMENT 002219**

**– LOCAL HIRING FOR PUBLIC WORKS CONTRACTS**

- 1.1 The purpose of this section is to encourage contractors who receive County public works contracts to hire residents of Lake County.
- 1.2 Definitions.
- A. *Awarding Authority* means those individuals authorized to approve a contract or purchase order in accordance with the limitations established in this section.
  - B. *Contractor* means any legally qualified person or entity, which, pursuant to a written agreement or purchase order, provides labor on public projects for the County.
  - C. *Days* means calendar days unless otherwise specified.
  - D. *Public project* means a project of public works improvement which is let by contract pursuant to provisions of 22032 et seq. of the Public Contract Code.
  - E. *Construction labor force* means those persons who are performing their work on the actual site of the public project.
  - F. *Resident of Lake County* means an individual domiciled within the boundaries of Lake County at the time immediately preceding the advertisement of the bid for a project, who can verify him or her domicile upon request of the contractor or County by producing documentation such as a rent/lease agreement, telephone and utility bills, a valid California driver's license or identification card, or other similar reliable evidence that verifies that the individual is domiciled in Lake County.
  - G. *Qualified local person* means a resident of Lake County who is specially trained, skilled, experienced and licensed (if required) in the work, trade, or craft specified for the portion of the public work of improvement to be performed.
  - H. *Local workforce* means qualified local persons who are working on the construction labor force.
- 1.3 Local Hiring Goals—Local Workforce Participation Discount.
- A. Unless such provision would conflict with a state or federal law or regulation applicable to a particular contract for a public works project, all County contracts for public works projects shall provide that a discount, as specified hereinafter, shall be applied to any contractor's bid which voluntarily meets the County's local workforce participation goals as provided hereinbelow:
    - 1. Bid solicitations for public projects which include a certification of thirty (30) percent local workforce participation of contractor's total construction labor force, including any subcontractor workforce, measured in contract labor hours to be expended on a public project shall receive five (5) percent bid discount.
    - 2. Bid solicitations for public projects which include a certification of twenty-five (25) percent local workforce participation of contractor's total construction labor force,



## Exterior Fencing

- including any subcontractor workforce, measured in contract labor hours to be expended on a public project shall receive four (4) percent bid discount.
3. Bid solicitations for public projects which include a certification of twenty (20) percent local workforce participation of contractor's total construction labor force, including any subcontractor workforce, measured in contract labor hours to be expended on a public project shall receive three (3) percent bid discount.
  4. Bid solicitations for public projects which include a certification of fifteen (15) percent local workforce participation of contractor's total construction labor force, including any subcontractor workforce, measured in contract labor hours to be expended on a public project shall receive two (2) percent bid discount.
  5. Bid solicitations for public projects which include a certification of ten (10) percent local workforce participation of contractor's total construction labor force, including any subcontractor workforce, measured in contract labor hours to be expended on a public project shall receive one (1) percent bid discount.
  6. Notwithstanding the foregoing bid discounts, in no instances shall the total dollar amount of any said bid discount exceed fifty thousand dollars (\$50,000.00).
- B. For the purpose of calculating whether a contractor's construction labor force is comprised of qualified local persons, such persons whose primary residence or business address is outside of California shall not be included in the calculation.
- C. Discounts are solely a means to establish to whom the bid is awarded and shall not impact the bid or contract amount.
- D. Contractor shall retain ultimate discretion to hire, discharge or reject its employees and subcontractors.
- 1.4 Required Documentation
- A. During the performance of the contract, the contractor shall keep and provide to the Awarding Authority, an accurate and certifiable record on a standardized form(s) acceptable by the County, an accurate and certifiable record that shows the name, residence address, trade classification, hours employed, per diem wages and benefits of each person employed by the contractor and the contractor's subcontractors, on the specific public project, including full-time, part-time, apprentices, permanent and temporary employees. All such records must have an original signature and be signed by an authorized officer of the company under penalty of perjury. Contractor shall make contractor's and subcontractor's records available to the County, upon request, within five (5) working days.
- 1.5 Bid Requirements.
- A. Certification of Voluntary Local Workforce Participation. Every bidder who wishes to obtain a local workforce discount off the bid price must complete and sign under penalty of perjury a Certification of Voluntary Local Workforce Participation, Form 00 45 50 which must be submitted no later than the time bids are due.
- B. Prior to submitting a bid, bidder shall ensure that any and all subcontractors listed in its bid are not currently debarred nor have been declared an Irresponsible Bidder pursuant to County Code [Section 2-44](#) within the last twelve (12) months. Prospective contractors may consult the list, available from the Purchasing Agent, of contractors and subcontractors, if any, who are currently disqualified.

## Exterior Fencing

## 1.6 Nonresponsive Bids

- A. The Awarding Authority may declare a bid to be nonresponsive under the provisions of this article for good cause including, but not limited to, the following circumstances:
1. If a bidder or a subcontractor listed by the bidder is currently debarred or has been declared an Irresponsible Bidder pursuant to [Section 2-44](#) herein within the last twelve (12) months.
  2. If a bidder claims to be eligible for a local workforce discount but fails to provide Certification of same at the time of submission of his/her bid package.

## 1.7 Rescinding Bid Award

- A. Subsequent to bid award but prior to contract approval by the Awarding Authority, the County may rescind the bid award if upon investigation, it determines that reasonable evidence exists to indicate a contractor whose bid was discounted as a result of a Certification of Voluntary Local Workforce Participation will fail to perform the contract in accordance with that Certification. Any such determination shall be made only after consultation with the County Administrative Officer or his/her designee and shall result in issuance of written findings which may include a declaration of irresponsibility and may disqualify the contractor from bidding or being listed in any bid on any County contract for a public project or a reasonable period, provided however, that the contractor may appeal the determination to the Board of Supervisors

## 1.8 Use of Apprentices

- A. A contractor's use of Lake County residents as apprentices on a County public works project in accordance with Section 17 77 .5 of the California Labor Code may be included in the calculation to determine eligibility for a local work force discount but may not exceed the ratios provided in Section 17 77 .5.
- B. Prior to commencement of work the prime contractor shall submit a plan acceptable to the Awarding Authority which outlines how the apprenticeship requirements will be met by all contractors working on the project.
- C. At any time during the term of the contract and for a period of thirty (30) days thereafter, the prime contractor shall, within five (5) days of request by the Awarding Authority, provide evidence of compliance with Section 17 77 .5.

## 1.9 Reduction of Certified Local Workforce Participation

- A. The Awarding Authority reserves the right to reduce the contractor's certified local workforce participation during construction period when the Awarding Authority determines there is high impracticality of complying therewith for particular subcontracts. High impracticality may be evidenced by serious unforeseen circumstances, new government regulations, national or natural disasters and other events that the Awarding Authority may reasonably determine.

END OF DOCUMENT 00 22 19

**SECTION 00 41 13**

**PART 1 -**

**BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)**

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: Hill Road Correctional Facility Exterior Fencing Project
- C. Project Location: 4913 Hellbush Drive, Lakeport, CA 95453
- D. Owner: County of Lake
- E. Owner Project Number: 250855

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Owner, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

_____ Dollars
(\$_____)

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within Seven (7) days after a written Notice of Award and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_).

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner, and shall fully complete the Work within Thirty (30) calendar days.

1.5 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:  
1. Addendum No. 1, dated \_\_\_\_\_.  
2. Addendum No. 2, dated \_\_\_\_\_.  
3. Addendum No. 3, dated \_\_\_\_\_.

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in California, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2024
- B. Submitted By: \_\_\_\_\_(Name of bidding firm or corporation)
- C. Authorized Signature: \_\_\_\_\_(Handwritten signature)
- D. Signed By: \_\_\_\_\_(Type or print name)
- E. Title: \_\_\_\_\_(Owner/Partner/President/Vice President)
- F. Witnessed By: \_\_\_\_\_(Handwritten signature)
- G. By: \_\_\_\_\_(Type or print name)
- H. Title: \_\_\_\_\_(Corporate Secretary or Assistant Secretary)
- I. Street Address: \_\_\_\_\_
- J. City, State, Zip: \_\_\_\_\_
- K. Phone: \_\_\_\_\_
- L. License No.: \_\_\_\_\_

Exterior Fencing

M. Federal ID No.: \_\_\_\_\_ (Affix Corporate Seal Here)

END OF DOCUMENT 00 41 13

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

\_\_\_\_\_ as Principal,

and \_\_\_\_\_, as surety,

are held and firmly bound unto the County of Lake in the penal sum of five percent (5%) of the total amount of the bid of the Principal above named, submitted by said Principal to the County of Lake for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County of Lake to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_.

The condition of this obligation is such that, whereas the Principal has submitted the above-mentioned bid to the County of Lake, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Lakeport, California, for Hill Road Correctional Facility Exterior Fencing Project, Bid No. 250855.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Lake, one to guarantee faithful performance 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 be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

\_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

PRINCIPAL

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

SURETY

ADDRESS \_\_\_\_\_

END OF DOCUMENT 00 43 13

**SECTION 00 43 36**

**DESIGNATED SUBCONTRACTOR LIST**

**LIST OF SUBCONTRACTORS**

The bidder certifies that:

- A.  I **do not** intend to subcontract any work on this project.
  
- B.  I **do** intend to subcontract portions of the work on this project.

NOTE: The bidder shall check box A or box B. **If the bidder does not check a box, it will be deemed that he has checked box A.**

If awarded the Contract, the bidder proposes to employ the following subcontractors who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the total amount of bidder's proposal or \$10,000, whichever is greater. Listing of subcontractors is mandatory under Sections 4100-4108 of the Public Contract Code. If no subcontract work is proposed, except within the one-half of one percent (0.5%) or \$10,000 limit set forth, the bidder shall so state.

**NAME AND ADDRESS  
OF SUBCONTRACTOR**

**DESCRIPTION OF WORK  
TO BE SUBCONTRACTED**

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**DOCUMENT 00 43 93**

**PART 1 -**

**BID SUBMITTAL CHECKLIST**

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Prime Contract: \_\_\_\_\_.
- C. Project Name: Hill Road Correctional Facility Exterior Fencing
- D. Project Location: 4913 Hellbush Drive, Lakeport, CA 95453
- E. Owner: County of Lake
- F. Owner Project Number: 250855

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
  - 1. Bid Form
  - 2. Bid Bond
  - 3. Power-of-Attorney (if required)
  - 4. Addenda Acknowledged
  - 5. Subcontractor List
  - 6. Contractor's License Number and Class Provided
  - 7. Noncollusion Affidavit
  - 8. Voluntary Local Workforce Participation Certification (if applicable)

END OF DOCUMENT 00 43 93

**SECTION 00 45 13**

**PART 1 -**

**NONCOLLUSION AFFIDAVIT**

**NONCOLLUSION AFFIDAVIT  
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH  
BID)**

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ }  
\_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Name of Contractor

Bidder (Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

My commission expires:

Notary Public

**SECTION 00 45 14**

**PUBLIC CONTRACT CODE CERTIFICATIONS**

1.1 The undersigned (authorized official signing for the bidder) hereby declares under penalty of perjury the following: 1 In accordance with section 6109 of the Public Contract Code, the Bidder certifies that neither the Bidder nor any subcontractor included on the list of proposed subcontractors submitted with the Bid is ineligible to perform work on public works projects pursuant to Labor Code sections 1777.1 or 1777.7. Contractors and subcontractors who are ineligible to perform work on public works projects pursuant to Labor Code sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects. The bidder declares that bidder will not enter into any contract with a subcontractor who/which has been debarred pursuant to section 17 71 .1 or section 17 77 .7 of the Labor Code. No public monies shall be paid to a debarred subcontractor, and any contract entered into for public work between a prime contractor and debarred subcontractor shall be considered void as a matter of law. Any payments made to a debarred subcontractor shall be returned to the County. The prime contractor shall be solely responsible for all payments to a debarred subcontractor. In no case shall any public money be used to pay a debarred subcontractor.

1.2 In accordance with section 10162 of the Public Contract Code, has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

1.3 In accordance with section 10232 of the Public Contract Code, has more than one final, unappealable finding of contempt of court by a federal court has been issued against the bidder within the immediately preceding two-year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board? For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.

YES \_\_\_\_\_ NO \_\_\_\_\_

1.4 In accordance with section 10 28 5.1 of the Public Contract Code, the bidder declares that neither the bidder nor any subcontractor to be engaged by the bidder has been convicted of any of the offenses referred to in this section within the preceding three years. These offences include if that bidder or any subcontractor to be engaged by the bidder, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, false claims, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any state or federal public entity, as defined in Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

By my signature I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements are true and correct, and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, at \_\_\_\_\_.

Bidder's Signature: \_\_\_\_\_

END OF SECTION 00 45 14

**SECTION 00 45 26**

**PART 1 -**

**WORKERS COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: Hill Road Correctional Facility Exterior  
Fencing Contract between County of Lake (the "County" or the "Owner")  
and \_\_\_\_\_ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF SECTION 00 45 26

**SECTION 00 45 50**

**PART 1 -**

**VOLUNTARY LOCAL WORKFORCE PARTICIPATION CERTIFICATION**

**CONTRACTOR'S CERTIFICATION OF VOLUNTARY LOCAL WORKFORCE PARTICIPATION**

(Lake County Purchasing Code section 2-54)

Prior to certifying this form, bidders are encouraged to read Section 2-54 of Article X of the Lake County Code, of copy of which can be procured at the following website link:

[https://library.municode.com/ca/lake\\_county/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTXPU](https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU)

Section 2-54 which provides in relevant part:

(A) General Provisions: Every bidder who wishes to obtain a local workforce discount off the bid price must complete and sign under penalty of perjury a **Certification of Voluntary Local Workforce Participation** which shall be provided in the County's bid package and which must be submitted no later than the time bids are due.

(B) Application: A discount, as specified hereinbelow shall be applied to any contractor's bid which voluntarily agrees to meet the County's local workforce participation goals as provided hereinafter. Contractors must indicate the local workforce participation percentage which they are agreeing to provide:

CHECK ONE BOX:

- 1) Certification of 30% local workforce participation of Contractor's total construction labor force, including any subcontractor workforce, measured in contract labor hours to be expended on a public project shall receive 5% bid discount.
- 2) Certification of 25% local workforce participation of Contractor's total construction labor force, including any subcontractor workforce, measured in contract labor hours to be expended on a public project shall receive 4% bid discount.
- 3) Certification of 20% local workforce participation of Contractor's total construction labor force, including any subcontractor workforce, measured in contract labor hours to be expended on a public project shall receive 3% bid discount.
- 4) Certification of 15% local workforce participation of Contractor's total construction labor force, including any subcontractor workforce, measured in contract labor hours to be expended on a public project shall receive 2% bid discount.
- 5) Certification of 10% local workforce participation of Contractor's total construction labor force, including any subcontractor workforce, measured in contract labor hours to be expended on a public project shall receive 1% bid discount.

Notwithstanding the foregoing bid discounts, in no instances shall the total dollar amount of any said bid discount exceed fifty thousand dollars (\$50,000).

For the purpose of calculating whether a contractor's construction labor force is comprised of qualified local persons, individuals whose primary residence or business address is outside of California shall not be included in the calculation.

(C) Definitions:

- 1) **Local Workforce** qualified local persons who are working on the construction labor force.
- 2) **Qualified Local Person** means a verifiable resident of Lake County who is specially trained, skilled, experienced and licensed (if required) in the work, trade, or craft specified for the portion of the public work to be performed.
- 3) **Construction Labor Force** means those persons who are working on the actual site of the public

VOLUNTARY LOCAL  
WORKFORCE PARTICIPATION  
CERTIFICATION

(D) Required Documentation: During the performance of the contract, the contractor shall keep and provide to the Awarding Authority, an accurate and certifiable record on a standardized form(s) acceptable by the County, an accurate and certifiable record that shows the name, residence address, trade classification, hours employed, per diem wages and benefits of each person employed by the contractor and the contractor's subcontractors, on the specific public project, including full-time, part-time, apprentices, permanent and temporary employees. All such records must have an original signature and be signed by an authorized officer of the company under penalty of perjury. Contractor shall make contractor's and subcontractor's records available to the County, upon request, within five working days.

(E) Irresponsible Bidder: Pursuant to Section 2-44 of the Lake County Code, the County may declare the bidder to be irresponsible and may debar the bidder from bidding or being listed in any bid on future County contract for public projects if the bidder is found to have violated, or attempted to violate the terms of a bid or contract terms.

**I understand that this Certification shall be made a part of any resulting contract with the County. Notwithstanding that understanding, I do hereby CERTIFY that I am familiar with the provisions of Lake County Code section 2-54 and that on the public project at issue, I will hire a local workforce in accordance with the selection that I have indicated above.**

**I declare under penalty of perjury under the laws of the State of California that, the foregoing certification is true and correct:**

Executed on (date) \_\_\_\_\_ at (city/state): \_\_\_\_\_

\_\_\_\_\_  
Print/type Bidder's Business Name  
Signature: \_\_\_\_\_  
Print Name /Title: \_\_\_\_\_

END OF SECTION 00 45 50

**DOCUMENT 00 51 13**

**PART 1 -**

**NOTICE OF INTENT TO AWARD**

NOTICE OF INTENT TO AWARD

SUBJECT: INTENT TO AWARD A CONTRACT FOR PROJECT NO. TBD

Thank you for your participation and interest in this project with the County of Lake.

Based on its evaluation and acceptance of the bids submitted, staff will be recommending to its Board of Supervisors that the contract for **Bid Number 250855** be awarded to \_\_\_\_\_. Staff's recommendation to accept and award a contract should go before the Board on Tuesday \_\_\_\_\_. Upon Board approval a draft contract will be submitted to the awardee for review. A signed contract will be issued along with an Agreement Form and Notice to Proceed.

Below is a summary of all bids/proposals received for this project.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Please refer to Document 00 21 13 - Instructions to Bidders for submittal requirements.

For information on other contracting opportunities please visit our websites at <http://www.lakecountyca.gov/Business/WithCounty.htm>

The County of Lake

BY:

NAME:

TITLE:

END OF DOCUMENT



**SECTION 00 60 01**

**PART 1 -**

**SAMPLE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF LAKE, hereinafter called "OWNER" and \_\_\_\_\_, (an individual), (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

(1) The CONTRACTOR will commence and complete the Hill Road Correctional Facility Exterior Fencing Project, Bid No. 250855.

(2) The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

(3) The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within the time period required by the CONTRACT DOCUMENTS after the date of the NOTICE TO PROCEED and will complete the same within the time period required by the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

(4) The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_, as shown in the Contractors BID.

(5) The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) PROJECT MANUAL
- (B) NOTICE TO BIDDERS
- (C) BIDDERS' CHECKLIST
- (D) BID
- (E) LIST OF SUBCONTRACTORS
- (F) BID BOND
- (G) AGREEMENT
- (H) PAYMENT BOND
- (I) PERFORMANCE BOND
- (J) CHANGE ORDERS
- (K) ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_,

No. \_\_\_\_\_, dated \_\_\_\_\_,

Exterior Fencing

(6) The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

(7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

ATTEST: Susan R. Parker  
Clerk of the Board

By: \_\_\_\_\_

COUNTY OF LAKE

By: \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM:  
Lloyd Guintivano  
County Counsel

By: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION 00 60 01

**SECTION 00 60 02**

**PART 1 -**

**SAMPLE PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the COUNTY OF LAKE, 255 North Forbes Street, Lakeport, CA 95453, hereinafter called OWNER, in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for the Hill Road Correctional Facility Exterior Fencing Project, Bid No. 250855.

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the SURETY and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does

Exterior Fencing

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED AS TO FORM:

Lloyd Guintivano  
County Counsel

SURETY

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

END OF SECTION 00 60 02

**SECTION 00 60 03**

**PART 1 -**

**SAMPLE PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the COUNTY OF LAKE, 255 North Forbes Street, Lakeport, CA 95453, hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the Hill Road Correctional Facility Exterior Fencing Project, Bid No. 250855.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK, whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED AS TO FORM:

Lloyd Guintivano  
County Counsel

SURETY

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.  
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

END OF SECTION 00 60 03

**County of Lake**

**GENERAL**

**CONDITIONS**



# GENERAL CONDITIONS - INDEX

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
1. DEFINITIONS	1
2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS	4
3. CONSTRUCTION SCHEDULES, REPORTS AND RECORDS	4
4. DRAWINGS AND SPECIFICATIONS	5
5. SHOP DRAWINGS	5
6. MATERIALS, SERVICES AND FACILITIES	6
7. INSPECTION AND TESTING	7
8. SUBSTITUTIONS	7
9. PATENTS	8
10. SURVEYS, PERMITS, REGULATIONS	8
11. PROTECTION OF WORK, PROPERTY, PERSONS	9
12. SUPERVISION BY CONTRACTOR	10
13. CHANGES IN THE WORK	10
14. CHANGES IN CONTRACT PRICE	11
15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES	13
16. CORRECTION OF WORK	16
17. SUBSURFACE CONDITIONS	17
18. SUSPENSION OF WORK, TERMINATION AND DELAY	19
19. PAYMENTS TO CONTRACTOR	20
20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE	22
21. INSURANCE	22
22. CONTRACT SECURITY	24
23. ASSIGNMENTS	24
24. INDEMNIFICATION	24
25. SEPARATE CONTRACTS	25
26. SUBCONTRACTING	25
27. ENGINEER'S AUTHORITY	26
28. LAND AND RIGHTS-OF-WAY	26
29. GUARANTY	26
30. TAXES	26
<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
31. QUANTITIES OF ESTIMATE	27
32. VERIFICATION AND WARRANTY	27

## GENERAL CONDITIONS - INDEX

33. DOCUMENTS TO BE KEPT ON THE JOB SITE	27
34. ADDITIONAL CONTRACT DOCUMENTS	27
35. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS	27
36. RECEPTION OF ENGINEER'S DIRECTIONS	27
37. EMPLOYEES	27
38. REQUIREMENTS OF CALIFORNIA LAW FOR PUBLIC CONTRACTS	28
39. SAFETY	31
40. BEGINNING OF THE WORK	32
41. SCHEDULES AND PROGRESS REPORTS	32
42. CLAIMS	32
43. CLEANING UP	33
44. NO WAIVER OF RIGHTS	33
45. ACCESS BY STATE AND LOCAL GOVERNMENT OFFICIALS	33
46. FIRE PREVENTION AND PROTECTION	34
47. STORAGE AND PROTECTION OF MATERIALS	34
48. FINAL INSPECTION	34
49. POSTING OF WAGE RATES	35
50. OVERTIME WORK	36

## GENERAL CONDITIONS

### 1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA -- Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications or corrections.
- 1.3 AS APPROVED -- The words "as approved", unless otherwise qualified, shall be understood to be followed by the words "by the Engineer".
- 1.4 AS SHOWN, AS INDICATED, AS DETAILED -- These words, and words of like implication, refer to information contained in the drawings describing the work, unless explicitly stated otherwise in other Contract Documents.
- 1.5 BID -- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.6 BIDDER -- Any individual, company, corporation, partnership, or joint venture who submits a Bid for the Work as distinct from a sub-bidder who submits a bid to a Bidder. "Lowest Responsive and Responsible Bidder" are as defined in California Public Contracts Code.
- 1.7 BIDDING DOCUMENTS -- The Invitation to Bid, Instructions to Bidders, Sample Forms, Proposal, all conditions of the Contract, Specifications, Drawings and Addenda issued prior to receipt of Bids by Owner.
- 1.8 BONDS -- Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.9 CHANGE ORDER -- A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.10 THE CONTRACT -- The Contract is the sum of all the Contract Documents. This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by (1) a written amendment to the Contract signed by the Owner and the Contractor, (2) a Change Order, (3) a written interpretation or clarification issued by the Engineer, or (4) a written order issued by the Engineer.
- 1.11 CONTRACT DOCUMENTS -- The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General and Supplementary), the Drawings, the Specifications, and all Addenda issued prior to execution of the Contract, written amendments to the Contract signed by the Owner and the Contractor, Change Orders, written interpretations or clarifications issued by the Engineer or a written order issued by the Engineer, the Bidding Documents, such as the Advertisement or Invitation to Bid and the Instructions to Bidders, and the Contractor's Bid. Whenever the composite term "Plans and Specifications" is used, it shall be understood to mean the Contract Documents as defined herein. Further clarification of Contract Documents is outlined in the Contract between Owner and Contractor.
- 1.12 CONTRACT PRICE -- The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.13 CONTRACT TIME -- The number of calendar or working days stated in the Contract Documents for the completion of the Work.

- 1.14 CONTRACTOR -- The person, firm or corporation with whom the COUNTY has executed the Agreement.
- 1.15 CONTRACT DRAWINGS -- "Contract Drawings" or "drawings" means and includes (a) all drawings which have been prepared on behalf of the Owner and which are included in the Contract Documents and all modifying drawings issued by addenda thereto; (b) all drawings submitted pursuant to the terms of the Contract by the Contractor with his proposal and by the Contractor to the Owner during the progress of the Work when accepted by the Engineer.
- Except where a specific type of drawing is indicated, the terms "Drawings" and "Plans" are used interchangeably throughout the Contract Documents, and the Plans are Drawings as defined above.
- 1.16 DAYS -- Unless otherwise specifically stated, the term "days" shall be understood to mean "calendar days".
- 1.17 DIRECTED, REQUIRED, ACCEPTABLE -- When these words refer to the Work of its performance, "directed," "required," "permitted," "ordered," "designated," or "prescribed," and words of like implication, mean "by direction of," "permission of," "order of," "designation of," or "prescription of" the Engineer. Likewise, "acceptable", "satisfactory", "in the judgment of", and words of like import, mean "recommended by", "acceptable to", "satisfactory to", or "in the judgment of" the Engineer.
- 1.18 ENGINEER -- Wherever in these documents the word "Engineer" appears, it shall be understood to mean County of Lake, Director of Public Works, or his authorized agent. The authorized agent maybe an employee so designated by the Department of Public Works, or the Engineer and/or his consultants as defined in these documents. The Engineer will have final authority as regards contract administration, field inspection and related items.
- 1.19 FIELD ORDER -- A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 1.20 INSTALL -- "Install", wherever and in whatever manner used, shall mean the installation complete in place of an item. A complete installation shall also mean to provide all materials/equipment/.utility services, etc. for a fully functional or operable installation to meet the requirements of use of equipment, devices, and materials in this work.
- 1.21 MANUFACTURER -- An individual, company, or a corporation who manufactures, fabricates, or assembles a standard product. A standard product is one that is not made to special design, and is furnished by either direct sale or by Contract to the Contractor, Subcontractor or Vendor.
- 1.22 MATERIAL SUPPLIER OR VENDOR -- A person or organization who supplies, but who is not responsible for the installation of, materials, products and equipment of a standard nature that are not specifically fabricated for this particular Contract.
- 1.23 NOTICE OF AWARD -- The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- 1.24 NOTICE TO PROCEED -- Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.
- 1.25 OR EQUAL -- The terms "or equal" or "approved equal" shall be understood to indicate that the "equal" product be the same or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer.
- 1.26 OWNER -- Wherever in these documents the word "Owner" appears, it shall be understood to mean County of Lake.
- 1.27 PRODUCT -- The term "product" includes materials, systems and equipment.
- 1.28 PROJECT -- The undertaking to be performed as provided in the Contract Documents.
- 1.29 PROJECT MANUAL -- The Project Manual includes the Bidding Requirements, all conditions of the Contract and the Specifications.
- 1.30 PROPOSAL -- A complete and properly signed document whereby a Bidder proposes to do the Work or designated

portion thereof for the sums stipulated therein, supported by data called for by the bidding requirements.

- 1.31 PROVIDE -- "Provide", wherever and in whatever manner used, shall be understood to mean provide complete in place, that is, furnish and install.
- 1.32 RESIDENT PROJECT REPRESENTATIVE -- The authorized representative of the Owner who is assigned to the Project site or any part thereof.
- 1.33 SERVICE OF NOTICES -- Any notice, order, direction, request or other communication given by the Owner to the Contractor under the Contract shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor, or delivered to any of his officers, clerks or servants, or posted on the site of the work, or mailed in any post office, addressed to the Contractor at the address mentioned in the Contract, or at the Contractor's last known place of business, and if mailed, shall be deemed to have been given to and received by the Contractor a day after the day of mailing in any post office in the vicinity of the work. All written Notices to Owner shall be per Paragraph 1.45.
- 1.34 SHALL OR WILL -- "Shall", or "Will", whenever used to stipulate anything, means shall or will be done or be performed by either the Contractor or the Owner and means that the Contractor or the Owner has thereby entered into a covenant with the other party to do or perform the same.
- 1.35 SHOP DRAWINGS -- All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.36 SHOWN -- "Shown", "indicated", "detailed", and words of like import, wherever and in whatever manner used, with or without reference to the drawings, means shown, indicated or detailed on the drawings or plans.
- 1.37 SPECIFICATIONS: Descriptions, provisions and requirements, pertaining to method and manner of performing work, or to quantities and qualities of materials to be furnished under terms of the Contract.
- 1.38 SPECIFIED -- "Specified", "described", or "noted", wherever and in whatever manner used, means as specified, described or noted in the Contract Documents.
- 1.39 SUBCONTRACTOR -- An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work at the site.
- 1.40 SUBSTANTIAL COMPLETION -- That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

The Engineer may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the Owner will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents.

- 1.41 SUFFICIENT -- "Sufficient", "necessary", or "proper", "acceptable", "satisfactory", "desirable", and words of like import, wherever and whatever manner used, with or without reference to the Engineer, means sufficient, necessary, proper, acceptable, satisfactory and desirable in the judgment of the Engineer.
- 1.42 SUPPLEMENTARY CONDITIONS -- Modifications to General Conditions required by a Federal Agency for participation in the PROJECT and approved by the Agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable State laws or local protocols.

References to "Supplemental General Conditions" in the General Conditions and elsewhere in the Contract Documents shall be construed to read "Supplementary Conditions".

- 1.43 SUPPLIER -- Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.44 WORK – The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.
- 1.45 WRITTEN NOTICE -- Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof complete, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

## **2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.
- 2.2 The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- 2.3 If for any reason it may become desirable during the course of the Work to change the alignment, dimensions or design of the Work, the Owner reserves the right to issue change orders in writing and give effect to such changes as may be necessary or desirable. The changes may or may not result in a change in the amount of work. When the Contractor considers that any change ordered in writing by the Owner involves extra Work, he shall immediately notify the Owner in writing and shall subsequently keep him informed as to when and where extra Work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed as extra work was performed. If the changes do, in the opinion of the Owner, change the amount of work, the Contract price shall be adjusted as extra work or work and material omitted, as the case may be.
- 2.4 The Engineer may instruct the Contractor in writing to make minor changes in the construction where such changes are, in the opinion of the Engineer, not inconsistent with the purposes of the Contract Documents and where such changes do not involve additional costs for the work to be provided. The Contractor shall make no such minor changes without receipt of written Engineer's instruction setting forth the minor change (usually in the form of a Field Order) to be made and the Contractor's compliance therewith shall constitute his acknowledgement that such minor change will not result in any additional cost for construction.
- 2.5 Except as modified in the contract Documents, any material or operation specified by reference to the published standard or specification shall comply with the latest revision thereof and any supplements or amendments thereto, in effect on the date of the Notice to Contractors. Such standards and specifications, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents. The Engineer will furnish, upon request, information as to how copies of the standards and specifications referred to may be obtained.
- 2.6 Where additional Work or modification to the Work as described in the Contract Documents is required by the enactment of new or revised Codes and Regulations, the Contract Documents shall be revised in accordance with the "General Conditions of the Contract for Construction" to reflect any change in Contract Time or Contract Cost that may result.
- 2.7 The Conditions of the Contract and the requirements of Division 1, General Requirements are to be considered a part of each Specification Section and/or heading. All portions of the Work, regardless of scope, location, materials or trade involved shall conform to the requirements therein.

## **3. CONSTRUCTION SCHEDULES, REPORTS AND RECORDS**

- 3.1 The Contractor shall submit to the owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the Contract Documents for the Work to be performed.

- 3.2 Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and as applicable:
- 3.2.1 The dates at which special detail drawings will be required; and,
- 3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

#### **4. DRAWINGS AND SPECIFICATIONS**

- 4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- 4.2 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.
- 4.3 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- 4.4 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order: 1) Contract, 2) The Bid, 3) Supplementary Conditions, 4) Instructions to Bidders, 5) General Conditions, 6) Specifications and 7) Plans. Figure dimensions on Plans shall take precedence over scale dimensions; detailed Plans shall take precedence over general Plans. The Drawings shall govern in matters of quantity, and the Specifications in matter of quality. In case of conflict within the Drawings involving quantities, or within the Specifications involving qualities, the greatest quantity and the highest quality shall be furnished.
- 4.5 The organization of the Specifications into division, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of the Work to be performed by any Trade. The Engineer will not arbitrate disputes among subcontractors concerning responsibility for performing any part of the Project.

#### **5. SHOP DRAWINGS**

- 5.1 The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order.
- 5.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 That Portion of Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.
- 5.4 Acceptance by the Engineer of any drawing, method of work, or any information regarding materials and equipment the Contractor proposes to furnish shall not relieve the Contractor of his responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or Owner, or any officer of employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or



insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the Engineer has no objection to the Contractor using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

## **6. MATERIALS, SERVICES AND FACILITIES**

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- 6.2 All proposed onsite staging and storage locations shall be submitted prior to placement for operational and security review.
- 6.3 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- 6.4 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.5 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.6 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 6.7 The completed work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the State and Federal (OSHA) industrial safety authorities and applicable local and national codes. Further, any features of the work subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Prior to performing Work specified herein, the Contractor shall request an inspection by a State Industrial Safety representative for the purpose of determining that the facilities provided are in compliance with the State and Federal safety requirements. Any facilities which are deemed necessary by official response following the above safety inspection shall be added or corrected as required as a part of the Contract work. However no payment will be made to the Contractor for such changes or additions to equipment furnished under this Contract since it is a requirement of these Specifications that such equipment be manufactured or fabricated in such a manner as to be in conformance with all Federal, State, and local safety requirements. The Contractor shall notify all manufacturers, equipment suppliers, and subcontractors of the provisions of this article.
- In approving equipment for installation in the project, the Owner and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable National, State, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.
- 6.8 All materials incorporated into the job shall be new, especially purchased for the project unless otherwise specified or agreed in writing. Unless otherwise noted, any equipment offered shall be current modifications which have been in successful regular operation under comparable conditions for a period sufficient to determine the reliability of the product. This time requirement, however, does not apply to minor details nor to thoroughly demonstrated improvements in design or in materials of construction.
- 6.9 Whenever the contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards of first-class materials or articles of the kind required with due consideration of the use to which they are to be put. In general, the Work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.



## **7. INSPECTION AND TESTING**

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 7.2 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.3 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.
- 7.4 If any Work is covered contrary to the written instructions of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 7.5 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing, as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

## **8. SUBSTITUTIONS**

- 8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time. **Substitutions shall be made during the bid period only.** Substitutions after the bid period will only be considered for items that are no longer being manufactured, are not available, or are equal to those specified as determined above by the Engineer, and a substantial cost savings may be realized. Contractor shall be held to those items, equipment or materials specified in the Contract Documents as a base price. Should the Contractor bid an item of less cost or quality with the intent to substitute after the bid, the Contractor shall (if the Owner accepts the change) provide the credit to the Owner of the difference in cost as if the specified item had been bid.
- 8.2 Requests for substitution shall be made, in writing to the Engineer, in ample time so as not to cause any delay in the execution of the Work and within the Substitution review period designated in the Contract Documents. Time used by Engineer in making decisions on substitute materials will not be allowed as a claim for extension of working time.
- 8.3 The technical sections of the Specifications have been written in accordance with the requirements of the Government Code of the State of California. Approval of any proposed substitution or equal for the specified material equipment or method will be made by the Engineer on the basis of quality, performance, finish, arrangement, price, colors and color selection range, ease of repair and maintenance, or any combination thereof. In his review of the data submitted concerning materials and equipment offered and an equal or in lieu of those specified, the Engineer will use for purposes of comparison all the characteristics of the specified item as they appear in the manufacturer's published data even though all the characteristics of the specified item may not have been particularly mentioned in the Specification. The Contractor shall furnish all data of the item being substituted for the Engineers use in determining acceptance of

the substituted product. The Engineer may request such data, field tests, or physical presentation, to be submitted at Contractor's expense, as he may require to make his decision, which shall be final.

- 8.4 If, after the Engineer has made an approval of materials, method or equipment, it is found that the materials, method or equipment presented and approved for use are not justifiably equal in quality and performance to that originally specified, the Engineer retains the right to revoke said approval, and to reject the materials, method or equipment without any additional cost to the Owner.

## **9. PATENTS**

- 9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer of manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

## **10. SURVEYS, PERMITS, REGULATIONS**

- 10.1 The Contractor shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. Cost of these surveying services required to establish and check property elevations and to correctly locate and establish property and construction lines, streets, sidewalks, curbs, etc., shall be included in the Contract Sum. Contractor shall be responsible for encroachments on the rights or property of the public or surrounding property owners, and for encroachments on easements noted and required set backs, and he shall, without cost to the Owner, take down. Rebuild in an appropriate manner any unauthorized item that may have been constructed over the property, lot, easement or setback line. Contractor shall provide these surveys based upon the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction; such as, slope stakes, batter boards, lines, elevations and cut sheets.
- 10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits, Fees, and Licenses of a temporary nature (i.e.: SWPP permit, etc.) necessary for the prosecution of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received, shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, "CHANGES IN THE WORK". The Contractor shall document the actual costs paid for all permits to be reimbursed by the Owner, and submit them collectively with an Application for Payment. No added amount for overhead and profit will be allowed to the Contractor on these costs, nor will any percentage be retained on these costs.
- 10.4 The Contractor will provide competent men in his employ to set lines and elevations.
- 10.5 The Contractor shall preserve or replace all existing Federal, State, City, County and private land monuments, unless they are within ten (10) feet of the construction. When these monuments are within the distance specified, the Contractor shall notify the Engineer at least two (2) weeks in advance of the proposed construction in order that the Engineer will have ample opportunity to reference these monuments for later replacement.
- 10.6 For trenches or excavations five feet or deeper, the Contractor shall obtain from the Division of Industrial Safety a permit authorizing such construction.

**11. PROTECTION OF WORK, PROPERTY AND PERSONS**

- 11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. Contractor shall notify the Owners of adjacent properties within 7 days in advance of utility interruption, and notify the Owner ten (10) days in advance of utility interruptions. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- 11.2.1 Contractor shall send proper notices, make necessary arrangements, perform other services required in care and maintenance of all public utilities and assume all responsibility concerning same. Notify proper utility if damage occurs. Observe all rules and regulations of the respective utilities in executing the Work.
- 11.2.2 Contractor shall carefully check areas where operations of the Contract are to be performed and observe any existing overhead wires, equipment and other obstructions. Any such work shall be moved, replaced or protected, as required, whether or not shown or specified.
- 11.2.3 Locations of existing underground lines shown on Drawings are based on information from best available sources, but are to be regarded as approximate only. The Contractor shall be responsible for all saw cutting, trenching, back filling, compaction, and patching of concrete and asphalt as required to perform his work. Attention is called the fact that there are underground utility lines. The Contractor shall coordinate all proposed trenching with the Facility. The Contractor shall use extreme caution and use X-Ray machine prior to trenching for his work. The Contractor shall be responsible for the proper and approved repair of any and all damages caused by his work.
- 11.2.4 Exercise all reasonable precautions to preserve and protect any existing underground improvements whether or not shown or specified. Active utilities shown on Drawings shall be adequately protected from damage and removed or relocated only as indicated or specified. Where active utilities are encountered but are not shown on Drawings, Engineer shall be advised; Work shall be adequately protected, supported, or relocated as directed by Engineer; Contract Sum will be adjusted for such additional work.
- 11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.
- 11.4 The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the written permission of the Engineer and proper governmental authority at least fourteen days before the actual road closure is made. Fire hydrants and their valves on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and private and public driveways, and the proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.
- 11.5 Property acquired or Right of Way available for construction is shown on the Plans. The Contractor shall stay within such property or Right of Way or, at his own expense, obtain advance written permission of the Owner to go beyond

said lines with appropriate compensation or rehabilitation.

## **12. SUPERVISION BY CONTRACTOR**

- 12.1 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.
- 12.2 Owner and Engineer shall not supervise, direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction or for the safety precautions and programs incident thereto, or for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performance of Work. Owner and Engineer shall not be responsible for Contractor's failure to perform or furnish the work in accordance with Contract Documents.

## **13. CHANGES IN THE WORK**

- 13.1 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
- 13.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.
- 13.3 If the Contractor is delayed in completing the work by reason of any change made pursuant to this section, the time for completion of the work shall be extended by Change Order for a period agreed to, commensurate with such delay. The Contractor shall not be subject to any claim for liquidated damages for this period of time, but the Contractor shall have no claim for any other compensation for any such delay.
- 13.4 Suspension of the Work by Owner or Owner's Agents:
- 13.4.1 If the Owner, and its agents, suspend the work, the Contractor, and his subcontractors shall be paid such amount that can be documented and determined to be a fair and reasonable compensation of the Contractor's loss, when such stoppage(s) is a result of actions of those other than the Contractor or his subcontractors.
- 13.4.1.1 Compensation shall include all actual direct costs incurred in additional mobilization and demobilization operations, but limited to a maximum cost of a total of eight crew hours for mobilization and demobilization.
- 13.4.1.2 Rental rates for idle time of equipment will be in accordance with the right of way delay factor for each classification of equipment shown in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates.
- 13.4.1.3 Compensation for idle time for labor will be the actual costs for "show-up time" incurred by the Contractor.
- 13.4.1.4 No markups for overhead and profit will be added in these costs.
- 13.4.1.5 No additional compensation will be made for loss of productivity on any item of work in the Contract.
- 13.4.2 In the event the Contractor is granted time extension(s) in accordance with the General Conditions for delays caused by acts of the Owner, its employees, those under it by Contract, and/or any other governmental agency and through no fault or act of his own or his subcontractors or suppliers, the Contractor and his subcontractor(s) shall only be

reimbursed for the following additional field overhead costs as follows:

13.4.2.1 Staff salaries (taxable wages)

Project Manager  
Superintendent  
Engineer(s)  
Secretaries  
Clerks

Salaries will be determined from certified payrolls.

13.4.2.2 Labor burden for salary related expense such as fringes, insurance and taxes, will be 38% of the salaries in the above paragraph.

13.4.2.3 Payment for field office expenses such as vehicles, trailers, power, water, phones, office supplies, toilets, etc. will be at a negotiated rate per calendar day, which shall include the General Contractor and all subcontractor expenses.

13.4.2.4 No payments will be made for home office overhead items such as salaries, travel, bonds, insurance, etc.

13.4.2.5 No markups for overhead and profit will be added to these costs.

**14. CHANGES IN CONTRACT PRICE**

14.1 Owner, without invalidating Contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, Contract sum being adjusted accordingly. All such work shall be executed under conditions of original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All changes are subject to approval by the Owner and the Project Engineer.

In giving instructions, Engineer shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from Owner, and no claim for addition to Contract sum shall be valid unless so ordered.

Value of such extra work, change, or deductions shall be determined at the discretion of Owner, and the method of providing additional cost for review shall be determined by the Owner based on the work involved and the need of the Owner and/or the Engineer to determine the costs are in order with prevailing construction standards in one or more of the following methods in the order of precedence listed below, or as designated above:

- (a) Unit prices previously approved, contained in Contractor's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between Owner and Contractor. (Unit prices previously approved shall be used in all cases for similar units unless mutually agreed that they are for some reason not applicable.)
- (b) An agreed upon lump sum.
- (c) A time and expense basis, involving the actual necessary expenses, and other services necessary to complete the Work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15% see 14.1(d) below) of the actual necessary expense to cover the cost of general overhead, general superintendence, other expenses, and profit. In the event that items (a) and (b) above are not applicable, then this latter method (c) shall be used.

The following form shall be followed as applicable for additions and deductions to Contract:

- (1) Material (attach itemized quantity and unit cost plus sales tax)
- (2) Labor (attach itemized hours and rates)
- (3) Subtotal
- (4) Subcontractor's overhead and profit not to exceed 10% of items 1 and 2. Overhead and profit shall include the following: Public Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security and Unemployment Taxes, extended home and filed office overheads, Safety meetings, warranties, and all other additional overhead and extended costs Contractor may incur for the change.
- (5) Subtotal



- (6) General Contractor's Overhead and Profit (includes Supervision time) on work performed by Subcontractor's, not to exceed 5% of Item 5 should the General Contractor perform the work in question then they shall submit for profit and overhead for the item (total) of 15%.
  - (7) Subtotal
  - (8) Bond Premium, not to exceed 1% of Item 7.
  - (9) Total
- (d) Markup by subcontractors, for their work, shall not exceed ten percent (10%) as per (c) above. General Contractor's markup on subcontractors' work shall not exceed five percent (5%).

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the Owner to pay additional compensation to the Contractor or to grant an extension of time for the completion of the Contract, (see Section 15 of the General Conditions and associated Supplementary General Conditions), or constitutes a waiver of any provision in the Contract, he shall notify the Owner, in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the Owner. If such notice be given within the specified time, the procedure for its considerations shall be as stated above in this article, or as noted elsewhere in the Contract Documents. Contractor shall have (10) days upon notice of claim to provide complete back-up for review of the Owner and the Engineer. Should the Contractor fail to show within this time frame justification to the Owner in a form acceptable to the Owner for the claim, as noted above and within all sections of the Contract Documents describing this procedure, the claim will become null and void.

- 14.2 In order to arrive at the mutually agreed upon lump sum referred to above, the Contractor shall provide the Engineer with a detailed breakdown for materials, equipment and labor, including an item for overhead and profit as defined above.
- 14.3 If the Contractor is directed to do the extra work on a time and expense basis, the Contractor shall keep an accurate daily record in a manner acceptable to the Engineer of all actual necessary expense pertaining to the extra work. The record will be signed by the Engineer and the Contractor daily, and one copy will be retained by the Engineer.
- 14.4 "Actual necessary expense" shall mean the sum of the following items, and all such costs shall mean actual costs whether incurred by the Contract, a subcontractor, or others:
- (a) Materials and Equipment. Materials and equipment furnished by the Contractor and necessarily used in the work shall include applicable taxes and discounts whether taken by the purchaser or not.
  - (b) Labor. The cost of labor shall include the actual wages paid, all workers' compensation premiums, State unemployment, Federal Social Security payments, other payments required by State or Federal law, and payments made on behalf of workers as required by collective bargaining agreements.
  - (c) Supervision. The actual cost of supervision shall include only the supervisor employed full-time supervising the extra Work, when authorized in writing by the Engineer.
  - (d) Construction Equipment. Equipment rental rates for the use of equipment required in the performance of the extra Work shall be one of the following: those listed in the latest State of California, Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" or those mutually agreed upon by the Contractor and the Engineer. Rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, maintenance, depreciation, storage, insurance and all other incidentals.

Individual pieces of equipment or small tools having a replacement value of \$25 or less shall be considered as expendable and no payment therefor shall be made.

The reasonable cost of moving equipment onto and off the jobsite shall be included, but equipment rental shall not be paid when the equipment is inoperative.

When equipment is used on the extra work for less than five (5) days, hourly rates shall be used, and less than thirty (30) minutes of operation shall be considered to be 1/2 hour of operation; when equipment is used on the extra work more than five (5) days, daily rates shall be used, and less than four (4) hours of operation shall be considered to be 1/2 day of operation.
  - (e) Professional Services. Professional services or advice if authorized in writing by the Engineer.
  - (f) Other Costs. Other costs if authorized in writing by the Engineer.

- 14.5 Contractor shall, when ordered in writing by the Owner, omit work and material to be furnished under the Contract, and the value of the omitted work and material will be deducted from the Contract price. The value of omitted work and

material will be a lump sum or unit price agreed upon in writing by the Contractor and the Owner.

Contractor shall provide the Engineer with a detailed breakdown for materials, equipment and labor, including an item for overhead and profit. This shall be accompanied by copies of the original quotations and other documentation from himself, subcontractors and vendors as necessary for the Engineer to substantiate the true value of the work omitted.

**15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- 15.1 Execution of Contract by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that the County will actually sustain damages in the amount fixed in Contract for each and every calendar day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time as have been allowed pursuant to provisions hereof. Contractor and the County agree that such damages shall be presumed to be the damages actually sustained by Lake County as defined below, and that because of the nature of the project, it would be impracticable or extremely difficult to fix the actual damages.
- 15.1.1 There shall be deducted from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing the then accrued liquidated damages.
- 15.1.2 Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by County for loss of revenue and increased project administration expenses, including extra inspection, and architectural and engineering expenses, related to this Contract because Contractor failed to perform and complete Work within time fixed for completion or extensions of time and have been allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages arising from defective work, cost of completion of the Contract, cost of substitute space, or damages suffered by others or other forms of liability claimed against the County as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof, Contractor shall be responsible for the actual amount of any such damages.
- 15.1.3 Should the Contractor fall behind approved Progress schedule, County reserves right to deduct liquidated damages based on an estimated period of late completion. The County need not wait until Contract completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover agreed liquidated damages, then the Contractor forthwith shall pay remainder to County.
- 15.1.4 In addition to the liquidated damages set forth in the Agreement, the contractor shall pay for the additional cost charged against the Work for services rendered by the Owner's Inspector and their agents, i.e., Engineer and their consultants, when the Work exceeds the Contract Time and authorized time extensions. The extra inspection cost shall be deducted from any money due or that may become due to the Contractor under the Contract.
- 15.1.5 If the liquidated damages and inspection costs hereinbefore specified exceed the unpaid balance, the Contractor shall pay the difference to the Owner.
- 15.2 Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 15.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the specified amount for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- 15.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given written notice of such delay to the Owner or Engineer.
- 15.4.1 To any preference, priority or allocation order duly issued by the Owner.
- 15.4.2 To any delays of subcontractors occasioned by any of the causes specified in Article 15.4.1 of this Section.

- 15.5 Since time is of the essence, the Contractor shall commence work under this Contract on or before the date to be specified in the Notice to Proceed.
- 15.6 When Contract has been signed by Contractor and Owner, and funds necessary to make payments as required under Contract are available, Owner will serve a Notice to Proceed upon Contractor to that effect. Start date for Contract Times shall be on the date indicated on the Notice to Proceed. Total number of calendar days for completion of Work on Contract shall be as provided above and on Bid form.
- 15.7 The Contract Times (or milestones) may only be changed by Change Order or Written Amendment and all time limits stated in the Contract Documents are of the essence of the Agreement. The Contract Times (or milestones) will be adjusted in an amount equal to the time lost due to the following: a) Changes in the Work ordered by the Engineer; b) Acts or neglect by the County, acts or neglect of utility owners, acts or neglect of other Contractors performing other Work, provided Contractor has fully and completely performed his responsibilities under the Contract Documents, including but not limited to, his cooperation and coordination responsibilities required by the Contract Documents; or, c) Fires, flood, abnormal weather conditions, earthquakes, civil disturbances, or act of God, provided damage resulting there from is not the result of Contractor's failure to properly protect the Work as required by the Contract Documents.
- 15.7.1 Notwithstanding the foregoing, the Contract Times (or milestones) shall not be extended unless Contractor has actually been prevented from completing any part of the Work within the Contract Times (or milestones) due to delay which is (i) beyond the control of Contractor and (ii) due to reasons for which Contractor is not responsible and (iii) a claim for delay is made as provided for herein. Delays attributable to and within the control of a subcontractor, or it subcontractors, or supplier shall be deemed to be delays within the control of Contractor.
- 15.7.2 Where Contractor is prevented from completing any part of the Work within the Contract Times (or milestones) due to delay beyond the control of both the County and Contractor, an extension of Contract Times (or milestones) in an amount equal to the time loss due to such delay shall be the Contract's sole and exclusive remedy for such delay. The County shall not be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of Contractor, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, earthquakes and acts of God or acts or neglect by utility owners or other Contractors performing other work.
- 15.8 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 15.8.1 Terms:
- 15.8.1.1 "Inclement Weather" shall be considered as Temperature, Precipitation (aka Rainfall & Rain Days) or Fog. The conditions for Inclement Weather are defined below, and valuations of Inclement Weather are listed in the Meteorological Data NOAA Chart. The Contractor shall obtain the data from NOAA. The Owner reserves the right to update Meteorological Data included in the NOAA Chart, so that it reflects the most accurate data for the project site, site conditions and locality.
- 15.8.1.2 "Unusually Severe Weather" is more severe than the anticipated Inclement Weather for any given month.
- 15.8.1.3 NOAA, is the National Oceanic and Atmospheric Administration
- 15.8.1.4 "Mud" (aka Mud Days) shall be considered as muddy site conditions, which prohibits access to and around the project site, including access to the buildings. Mud is a direct result of precipitation, and for this reason Mud is treated different than precipitation Mud, or muddy site conditions, will become a candidate for time extensions, only if the amount of precipitation exceeds that which is anticipated and considered normal "Inclement Weather" for a given month. The Contractor shall understand that even if the anticipated normal precipitation were exceeded for a given month, not all Mud Days may be eligible for time extensions. Only a portion of the actual Mud Days may be considered for a time extension, of which they will be the percentage of actual precipitation that are above and beyond the anticipated normal precipitation or "Inclement Weather": See "Unusually Severe Weather". Also, precipitation and Mud need to materially affect the activities on the critical path in order for them to impact the project schedule. If precipitation and Mud do not materially affect the critical path of the project, there is no effect to the project and such conditions are not eligible for time extensions. Differing site soil conditions and drainage patterns will create individual



variations in how "Mud" affects the site and the progress of the Work. It is the Contractors obligation to become aware of the site soil conditions, drainage patterns, and other elements that may affect the resulting impacts due to Mud.

- 15.9 The unusual weather experience at the project site during the affected Contract period must be found to be Unusually Severe Weather, that is, more severe than the anticipated Inclement Weather and Mud for any given month.
- 15.9.1 The Unusually Severe Weather must actually cause a delay to the completion of the Contract. The delay must be beyond the control and without the fault or negligence of the Contractor.
- 15.9.2 The following schedule of anticipated monthly Inclement Weather is based on National Oceanic and Atmospheric Administration (NOAA) data for the project location and shall constitute the baseline for evaluating weather-related time extensions. The Contractor's progress schedule must include the effect of anticipated Inclement Weather and Mud in all weather dependent activities. Further, the Contractor's bid shall include all costs for potential disruptions as a result of anticipated Inclement Weather and Mud: Disruption to the project may involve cost and time impacts. The Contractor shall be responsible for all impacts resulting from the anticipated amount of Mud and Inclement Weather shown in the following NOAA Meteorological Data Chart. Impacts include, but are not limited to, de-watering, mucking, temporary weather protection, gravel roadways, equipment downtime, etc.
- 15.9.2.1 Upon Notice to Proceed (NTP) and continuing through the Contract duration, the Contractor shall record each occurrence of Inclement Weather and Mud, and the resulting impact to the progress of scheduled Work. Inclement Weather days will be as defined by the following NOAA data and will be counted chronologically from the first to the last day of each month, with each daily incidence of Inclement Weather being counted as a whole day. Once the number of days of anticipated Inclement Weather and Mud are exceeded in a given month, the Contractor will become eligible for an excusable, non-compensable time extension for Unusually Severe Weather delay day will occur when adverse weather prevents work on critical activities for more than fifty percent (50%) of the Contractor's scheduled work day. Upon experiencing critical path delays due to Unusually Severe Weather, the Contractor shall seek a time extension for the Engineer. If the foregoing conditions are met, an excusable non-compensable time extension may be granted.

**Meteorological Data for Lakeport, California  
Normals, Means and Extremes  
TEMPERATURES**

Month	Normal		Extremes		Precipitation Normal (in)
	Daily Max	Daily Min	Record Highest	Record Lowest	
January	53.7	32.7	71	20	6.74
February	67.2	35.4	76	23	5.93
March	61.9	37.3	82	27	4.75
April	67.8	39.3	91	28	1.70
May	78.5	44.1	99	33	.85
June	84.8	49.9	103	37	.22
July	92.2	54.0	107	41	.05
August	91.9	52.9	108	44	.09
September	85.7	49.0	108	41	.48
October	74.9	43.3	94	31	1.48
November	60.0	36.6	83	24	4.30
December	53.5	32.8	76	23	4.81
Year					31.40

Source: NOAA, National Oceanic and Atmospheric Administration

15.10 NOTICE OF DELAY

- 15.10.1 Within 7 calendar days of the beginning of any delay Contractor shall notify Engineer, in writing, of all anticipated delays resulting from the delay event in question.
- 15.10.1.1 Notice shall constitute application for extension of time only if notice requests extension and sets forth the impact of the delay on the critical path and Contractor's estimate of additional time required together with full recital of causes of unavoidable delays relied upon.

- 15.10.1.2 After receipt of a request for a time extension, with verifiable documents and justifications included, Engineer will make decision thereon, and will advise Contractor in writing. No time extensions shall be considered without related documents and justifications necessary for Engineer to make determination.
- 15.10.1.3 No time extensions shall be granted for delays for which Contractor fails to give timely notice and Contractor hereby waives any and all damages for delay for which timely notice is not given.
- 15.10.1.4 Any request for extension of time shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event. All claims and adjustments in the Contract Times (or milestones) shall be determined by Owner and Engineer. No claim for an adjustment in the Contract Times (or milestones) will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph.
- 15.11 NO DAMAGE FOR CONTRACTOR CAUSED DELAY
- 15.11.1 Contractor shall not be entitled to any compensation, including but no limited to extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under this Contract, or during periods of delay concurrently caused by Contractor and either the County or others. Contractor may be compensated for delays caused directly and solely by the County except that Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:
- 15.11.1.1 The County's right to sequence Work in manner which would avoid disruption to the County's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities require by this Contract; the County's or any Inspector's enforcement of government act or regulation, or the provisions of the Contract Documents;
- 15.11.1.2 For changed site conditions that are beyond contemplation of parties, except that the County may approve direct costs associated with unknown conditions but not costs or damages which are result of such delays; and
- 15.11.1.3 Extensive request for clarifications to construction documents or modifications to Contract, provided such clarifications or modifications are processed by the County or its consultants in a reasonable time commensurate with provisions of Contract requirements.

## **16. CORRECTION OF WORK**

- 16.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to Comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the Owner may remove such Work and store the materials at the expense of the Contractor.
- 16.3 If, in the opinion of the Engineer, the defective Work is not of sufficient magnitude or importance to make the Work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such Work is impractical or will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such Work instead of requiring it to be removed and reconstructed, but will make such deductions therefor in the payment due or to become due to the Contractor as it may deem just and reasonable.
- 16.4 If, following installation of any equipment furnished hereunder, defects requiring correction by the Contractor are found, the Owner shall have the right to operate such unsatisfactory equipment and make reasonable use thereof until the equipment can be shut down for correction of defects without injury to the Owner.
- 16.5 Correction Period. If within one year after the date of Final Acceptance or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Work or, if it has been rejected by Owner, remove it from the site and replace it with Work that is not defective, and (ii)

satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replace, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) shall be paid by Contractor.

- 16.5.1 In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of the Work or that item may start to run from an earlier date if so provided by Contract Modification.
- 16.5.2 Where defective or rejected Work (and damage to other work resulting there from) has been corrected, removed or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed, and the Rights of Owner pursuant to CCP Sections 337.1 and 337.15 shall be renewed and extended.
- 16.6 Owner may accept defective Work: If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to final payment, also Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a change order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work, unless the parties are unable to agree upon an appropriate decrease in the Contract Sum, in which case Owner may deduct from monies due Contractor the amount of any all claims, costs, losses (including diminution in value), damages, expenses and liabilities attributable to the defective work. If Contractor disagrees with the deduction, the Contractor may make a claim as provided in Contract Documents.
- 16.6.1 Owner may correct defective Work: If Contractor fails within ten (10) days after written notice from Owner to correct defective Work or to remove and replace rejected Work as required, or provide a plan for correction of defective Work acceptable to Owner, or if Contractor otherwise fails to perform the Work in accordance with Contract Documents, Owner may, after ten (10) days written notice to Contractor, correct and remedy any deficiency. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's work related thereto, take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the Work any materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors access to the site to enable Owner to exercise the rights and remedies under this paragraph. All claims, costs, losses (including diminution in value), damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies will be the responsibility of Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree on the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor all claims, costs, losses (including diminution in value), expenses, damages and liabilities attributable to the defective Work, including all costs of repair or replacement of Contractor's defective Work. (If Contractor disagrees with Owner's calculation, it may make a claim as provided by the Contract.)

## **17. SUBSURFACE CONDITIONS**

- 17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by written notice of:
- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or,
- 17.1.2 Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- 17.2 The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable

adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any Claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such Claims asserted before the date of final payment.

- 17.3 Contractor shall carefully examine the Drawings, read the Specifications and the forms of other Contract Documents and shall visit the site of the proposed Work, to fully inform himself as to all existing surface and subsurface conditions, weather and rainfall, soils, rock, water table variations, material availability and limitations that may affect the execution of the Work under the Contract and he shall include in the prices bid, the cost of all incidentals and appurtenances. The failure of Contractor to visit and acquaint himself with conditions at the construction site, shall in no respect relieve him from any obligation imposed by his bid or by the Contract.
- 17.4 The plans for work show the conditions as they are supposed or believed by the Engineer to exist, but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by the Owner or its officers that such conditions are universally existent nor shall the Owner or any of its officers or representatives be liable for any loss sustained by the Contract as a result of any variance between conditions as shown on the Plans and alternate conditions revealed during the progress of the Work, or otherwise.
- 17.4.1 As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, expressed or implied, or any representation expressed or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its independent investigation. In submitting its Bid, Contractor shall not rely on Owner supplied information regarding above-ground conditions or as-built conditions.
- 17.4.2 As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials (e.g. size of pipe, etc.), actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. Owner is not responsible for completeness of such information for bidding or construction; nor is Owner responsible in any way for any opinions, conclusions or opinions of Contractor drawn from such information; nor is the Owner responsible for subsurface conditions that are not specifically shown (for example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- 17.4.3 Conditions shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to Geotechnical Report for identification of:
- 17.4.3.1 Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by Engineer in preparing the Contract Documents; and
- 17.4.3.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site that have been utilized by Engineer in preparing the Contract Documents.
- 17.4.3.3 This report and additional associated drawings are not Contract Documents. Contractor may not in any manner rely on the information in this report, and subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and shall not rely on information provided by Owner.
- 17.5 The Owner assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefor is assumed by the Owner.

**18. SUSPENSION OF WORK, TERMINATION AND DELAY**

- 18.1 The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 18.2 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- 18.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of Court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained.
- In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and the Engineer, stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.
- 18.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.
- 18.7 If the Contractor intends to file a claim for additional compensation for a delay caused by the Owner or Engineer at a particular time, he shall file a Notice of Claim with the Owner within 7 days of the beginning of the occurrence. The Notice of Claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the Claim, but need not state the amount. No Claim for additional compensation will be considered unless a Notice of Claim has been filed with the Owner within the time and in the matter stated above.



- 18.8 If the Contractor is delayed in the progress of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor and other than by any act or neglect of the Owner or the Engineer, the Contractor shall, within 48 hours of the start of the occurrence, give notice to the Owner of the cause of the potential delay and an estimate of the possible time extension involved. Within 7 days after the cause of the delay has been remedied, the Contractor shall give notice to the Owner of any actual time extension requested as a result of the aforementioned occurrence.
- 18.9 No extension of time will be considered for time lost due to weather conditions normal to the area. Unusual weather conditions, if determined by the Engineer to be of a severity that could not be predicted, may be considered as cause for an extension of Contract completion time.
- 18.10 Delays in delivery of equipment or material purchased by the Contractor or his subcontractors shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting delivery, and installation of all equipment and materials.
- 18.11 Within a reasonable period after the Contractor submits to the Owner a written request for an extension of time, the Engineer will present his written opinion to the Owner as to whether an extension of time is justified and, if so, his recommendation as to the number of days for time extension. The Owner will make the final decision on all requests for extension of time.
- 18.12 In no event shall the Contractor be entitled under this Contract to collect or recover any damages, loss, or expense incurred by any delay other than as caused by the Owner or Engineer.

## **19. PAYMENTS TO CONTRACTOR**

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or in a bonded warehouse, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance, the Contractor shall show compliance with Section 33 requirements. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty percent (50%) of the Work has been completed, if he finds that satisfactory progress is being made, may reduce retainage to five percent (5%) on the current and remaining estimates. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five percent (5%) to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deduction.
- 19.1.1 "For any monies earned by the Contractor and withheld by the Owner to ensure the performance of the Contract, the Contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Part 5 (commencing with Section 22300), Division 2, of the Public Contract Code of the State of California."
- 19.1.2 "Substitution of Securities for Withheld Amounts": Pursuant to Part 5 (commencing with Section 22300), Division 2, of the Public Contract Code of the State of California, securities may be substituted for any monies withheld by a public agency to ensure performance under a Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, 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.

- 19.1.3 Securities eligible for substitution under this Section shall include those listed in Section 16430 of the Government Code of the State of California, or bank, or savings and loan certificate of deposit.
- 19.1.4 The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
- 19.1.5 Any escrow agreement entered into pursuant to this Section shall contain as a minimum, the following provisions:
- (a) The amount of securities to be deposited;
  - (b) The terms and conditions of conversion to cash in case of the default of the Contractor; and,
  - (c) The termination of the escrow upon completion of the Contract.
- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 Prior to Substantial Completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work.
- 19.4 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.
- 19.5 Upon completion of all the Work under this Contract, the Contractor shall notify the Engineer, in writing, and shall request final payment. If the Work has been completed to the intent of the Contract Documents, the Engineer will recommend acceptance of the completed work and submit a final estimate of the amount due the Contractor under this Contract. Within ten (10) days following Owner's acceptance of the Work, the Owner will file a Notice of Completion with the County Recorder's Office. Thirty-five (35) days after the filing of the Notice of Completion, providing that a Release of Liens or Claims has been received from the Contractor, the Owner will pay to the Contractor all monies due him, less authorized deductions, under the provision of these Contract Documents.
- If any lien or claim remains unsatisfied after all payments to the Contractor are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien or claim, including all costs and reasonable attorneys' fees.
- 19.6 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 19.7 If the Owner fails to make payment thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment, interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.
- 19.8 For work to be done for a lump sum price, the Contractor shall submit a price breakdown to the Engineer immediately after award of the Contract. The price breakdown as agreed upon between the Contractor and Engineer shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of the Work and a price for each item. Overhead, other general costs, and profit shall be prorated to each item so that the total of the prices for all items equals the lump sum price. The price breakdown shall be subject to the approval of the Engineer, and the Contractor may be required to verify the prices for any or all items.

19.9 Payroll certification forms provided by the Contractor, and fully executed, shall be filed with the Owner at the time of the submission of each claim for a progress payment and also when the claim for final payment is submitted. Wage report forms shall be completed and submitted as required by the applicable Federal agency.

**20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

20.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from obligations under the Contract Documents or the Performance Bond and Payment Bonds.

**21. INSURANCE**

21.1 CONTRACTOR shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days (30) prior written notice has been given to COUNTY.

21.2 CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

21.3 Any failure of CONTRACTOR to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

21.4 Certificates evidencing the issuance of the following insurance shall be filed with the COUNTY within ten (10) days after the date of execution of this Agreement by CONTRACTOR:

- a. Compensation Insurance CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense, during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In case any such work is sublet, CONTRACTOR shall require subcontractor similarly to provide Employer's Liability and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance. Employer's Liability Insurance shall be in an amount not less than \$1,000,000 per occurrence
- b. Commercial General Liability CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance for bodily injury, personal injury and property damage, in an amount of not less than One Million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.
- c. Automobile Liability Insurance CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business in an amount of not less than One Million dollars (\$1,000,000) combined single-limit coverage per occurrence.
- d. Builder's Risk Insurance The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, earth movement, localized flooding, theft, machinery damage, and smoke during the Contract Time, and until the Work is accepted by the Owner. The policy shall name as the insured the Contractor, the Engineer, and the Owner.



Such insurance shall exclude coverage for damages which have been proximately caused by "acts of God", in excess of five percent (5%) of the Contract amount, as such acts are defined in Section 4151 of the Government Code of the State of California as amended. Such insurance shall not exclude coverage for damages caused by earthquake of a magnitude less than that defined in said Section 4151 as an "act of God", or loss caused by the results of faulty workmanship. Such insurance shall provide for losses to be paid the Contractor and the Owner, as their interests may appear. Such insurance may have a deductible clause not to exceed \$1,000 except that the deductible on earthquake may be in accordance with the Underwriter's requirements provided that it does not exceed two percent (2%) of the amount of risk at the time of loss. All Risk insurance need not be provided for buried pipe.

Insurance exclusions shall also include any tools owned by mechanics, or any item owned or rented by the Contractor or subcontractor, the capital value of which is not included in the Contract Sum.

The Builder's Risk policy shall be endorsed to add General or Prime Contractor and all subcontractors as an additional names insured, as their interest may appear, and to waive the carrier's right of recovery under subrogation against Engineer, General or Prime Contractor and all subcontractors whose interest are insured under such policy.

If a claim results from any construction activity, the responsibly General or Prime Contractor shall pay the deductible amount. All Builder's Risk losses will be adjusted with and payable to Owner. Owner shall not be responsible for loss or damage to and will not obtain and/or maintain in force insurance on temporary structures, construction equipment, tools or personal effects, owned, rented to, or in the care, custody and control of General or Prime Contractor or any subcontractor.

In the event of loss or damage not covered by the Builder's Risk policy, the cost of the repair and/or replacement of such loss or damage will be at the CONTRACTOR's expense.

- 21.5 The Contractor shall, if demanded by the Owner, deliver to the Owner all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the Owner, then it shall be lawful for the Owner to obtain and maintain such insurance, and the Contractor hereby appoints the Owner his true and lawful attorney to do all things necessary for this purpose. All money expended by the Owner for insurance premiums under the provisions of this Article shall be charged to the Contractor.
- 21.6 Subcontractors: CONTRACTOR shall include all subcontractors as insureds under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to COUNTY for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by CONTRACTOR hereinafter.
- 21.7 Other Insurance Provisions
- a. The Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:
    - 1.) The COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONTRACTOR shall not commence work under this Contract until he has had delivered to COUNTY the Additional Insured Endorsements required herein.
    - 2.) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
    - 3.) For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
  - b. The following provisions shall apply to all of the insurance coverages hereinabove:
    - 1.) Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either: CONTRACTOR shall reduce or eliminate such deductibles or self-insurance retentions; or CONTRACTOR shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
    - 2.) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A.VII.

- 3.) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking other actions as is available to it under any other provision of the Agreement or law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

## **22. CONTRACT SECURITY**

- 22.1 The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of California and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Said Bonds shall be in the forms set forth in the Contract Documents, each made payable to the Owner. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt, or loses its right to do business in the State of California, or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

## **23. ASSIGNMENTS**

- 23.1 The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the Owner, except that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned by the Contractor to a bank, trust company, or other financial institution without such approval; written notice of any such transfer shall be furnished promptly to the Owner. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

## **24. INDEMNIFICATION**

- 24.1 CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or alleged to arise out of, or connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damage, loss, injury or death is caused solely by the negligence of COUNTY.
- 24.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may not be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.
- 24.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.
- 24.4 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

**25. SEPARATE CONTRACTS**

- 25.1 The Owner reserves the right to let other Contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.
- 25.2 The Owner may perform additional Work related to the Project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.
- 25.3 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Sections 14 and 15.

**26. SUBCONTRACTING**

- 26.1 The Contractor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 26.2 The Contractor shall not award Work to subcontract(s), in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.
- 26.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.
- 26.6 The Contractor shall list on his Bid Proposal all subcontractors performing work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the total amount of Contractor's proposal. Listing of subcontractors is mandatory under Sections 4100-4113 of the California Public Contract Code.
- 26.7 Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:  
[http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).
- 26.8 **PROMPT PROGRESS PAYMENTS TO SUBCONTRACTORS**  
Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from County of Lake. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of Lake.

26.9 **PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTOR**

The prime contractor agrees further to release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of Lake.

The Contractor shall return all moneys withheld in retention from the subcontractor as stated above, even if the other contract work is not completed and has not been accepted in conformance with Section 48 "Final Inspection", of these General Conditions. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

**27. ENGINEER'S AUTHORITY**

27.1 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

**28. LAND AND RIGHTS OF WAY**

28.1 Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights of way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

28.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights of way acquired.

28.3 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

**29. GUARANTY**

29.1 The Contract shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

**30. TAXES**

30.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.

**31. QUANTITIES OF ESTIMATE**

31.1 Wherever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents including the Proposal, they are given for use in comparing bids, and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the OWNER to complete the Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims, liability for damage, or adjustment to Contract item bid price.

**32. VERIFICATION AND WARRANTY**

32.1 The Contractor shall determine the nature and location of the WORK, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. The Contractor warrants that no oral agreement or conversation with any officer, agent, or employee of the Owner, or with the Engineer, either before or after the execution of this Contract, has affected or modified any of the terms or obligations herein contained.

**33. DOCUMENTS TO BE KEPT ON THE JOB SITE**

33.1 The Contractor shall keep one copy of the Contract Documents on the job site, in good order, available to the Engineer, his representatives and representatives of all agencies having jurisdiction over the Work.

33.2 The Contractor shall maintain on the job site, and make available to the Engineer on request, one current full-size marked-up set of the design drawings which accurately indicate all variations in the completed work that differ from the design information shown on the Plans. Said Plans shall show actual locations and elevations of all buried and concealed Work including piping, conduit, valves, stub outs and the like. Elevations shall be referenced to first floor finished elevation as datum. Locating dimensions shall be referenced to permanently fixed, accessible, and readily identifiable portions of building or site appurtenances by intersecting coordinate dimensions parallel to and at right angles to building lines.

33.3 Contractor shall provide and keep an up-to-date and complete record set of shop drawings. These prints shall be corrected daily and show every change from the approved shop drawings. This set of drawings shall be kept on the job site and shall be used only as a record set. This shall not be construed as authorization for the Contractor to make changes in the contract documents without written authorization. Contractor shall provide proof that the documents are being updated as noted above prior to issuing each payment request. Contractor's payment shall be contingent upon verification of documentation of as-built conditions.

**34. ADDITIONAL CONTRACT DOCUMENTS**

34.1 The Engineer will furnish to the Contractor, on request and free of charge, not more than 5 copies of the Contract Documents and 5 sets of full-size Plans. Additional copies of Contract Documents or Plans may be obtained on request by paying the actual cost of reproducing the Contract Documents or Plans.

**35. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS**

35.1 In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

**36. RECEPTION OF ENGINEER'S DIRECTIONS**

36.1 The Superintendent, or other duly authorized representative of the Contractor, shall represent the Contractor in all matters given to him by the Engineer. Such directions of major importance will be confirmed in writing. Any directions will be so confirmed in each case on written request from the Contractor.

**37. EMPLOYEES**

37.1 The Contractor shall employ only competent subcontractors or skillful persons to do the work, and whenever any subcontractor or person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the Work and not again employed under this Contract. The Contractor shall not make any



substitution for any subcontractor, person or entity previously selected unless the substitution is acceptable to the Owner.

### **38. REQUIREMENTS OF CALIFORNIA LAW FOR PUBLIC CONTRACTS**

#### **38.1 GENERAL**

When the Contract Documents concern public works of the State or any county, municipality, or political subdivision created by its laws, the applicable statutes of the State of California shall apply including, but not limited to, the California Labor Code, Chapter I, Public Works. This contract shall also be subject to the provisions of the Labor Compliance Program (if applicable).

#### **38.2 USE OF APPRENTICES ON PUBLIC WORKS PROJECTS**

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval.

The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in Section 1777.5, in no case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

The joint apprenticeship committee shall have the discretion to grant a certificate, subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- (b) The number of apprentices in training in such area exceeds a ratio of 1 to 5.
- (c) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide bases, or on a local basis.
- (d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

A contractor to whom the contract is awarded, or any subcontractor under him or her, who, in performing any of the work under the contract, employs journeyman or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Section 227.

The responsibility of compliance with this section for all apprenticeable occupations is with the prime contractor.

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

The provisions of Section 1777.5 shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contract involves less than thirty thousand dollars (\$30,000) or twenty (20) working days.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the

Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards at its branch office.

38.3 LABOR DISCRIMINATION  
Add the following subsection:

38.3.1 Attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NONDISCRIMINATION CLAUSE**

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS  
(GOV. CODE, SECTION 12990).**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000, or more.

1. As used in the specifications:
  - a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
  - b. "Minority" includes:
    - (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
    - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
    - (iii) Asian / Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
    - (iv) American Indian / Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraph 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for



each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

NOTE: Authority cited: Sections 12935(a) and 12990(d), Government Code. References: Section 12990, Government Code.

#### 38.4 HOURS OF LABOR

Eight hours' labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the Owner, \$25 for each worker employed in the execution of the Contract, by him or by any subcontractor under him, for each calendar day during which any worker is required or permitted to labor more than 8 hours in violation of the provisions of the Labor Code and, in particular, Section 1810 to Section 1817 thereof, inclusive.

#### 38.5 PREVAILING WAGE

The Contractor shall, as a penalty to the Owner, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for the work or craft in which the worker is employed for any public work done under the contract by him or her or by any subcontractor under him or her. The amount of forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the contractor in meeting his or her prevailing wage obligations, or a contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the contractor has knowledge of his or her obligations under this part. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor.

The contractor shall pay each worker not less than prevailing wages on all public works projects, including maintenance work, exceeding \$1,000 in cost, in accordance with Section 1771 of the Labor Code. The contractor shall also pay travel and subsistence payments to all workers needed to execute the contract, in accordance with Section 1773.8 of the Labor Code.

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

### 39. **SAFETY**

39.1 The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U. S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

39.2 The Contractor shall appoint for the duration of this Contract, a qualified supervisory employee to develop and/or supervise a Contractor's job safety program that will effectively implement the safety provisions of the above agencies.

39.3 The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

39.4 The Contractor, as a part of his safety program, shall maintain at his office or other well-known place at the job site,

safety equipment applicable to the Work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

39.5 If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses.

39.6 If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

39.7 When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, if the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays", of the Standard Specifications.

#### **40. BEGINNING OF THE WORK**

40.1 Before Work shall be started and materials ordered, the Contractor shall meet and consult with the Owner and/or Engineer relative to materials, equipment, right-of-way, schedules and all arrangements for prosecuting the Work.

#### **41. SCHEDULES AND PROGRESS REPORTS**

41.1 Prior to submittal of first partial payment request, the Contractor shall furnish the Engineer for his review, a schedule or schedules of expected progress of the Work under the Contract, showing approximately the dates on which each part or division of the Work is expected to be started and finished. The progress schedules shall be submitted regularly and shall cover a time period satisfactory to the Engineer. The Contractor shall also forward to the Engineer, with the request for progress payment each month, a summary report of the progress of the various parts of the Work under the Contract in the shops and in the field, stating the existing status, rate of progress, estimated time of completion, and cause of delay, if any. If the work is behind the submitted schedule, the Contractor shall submit in writing a plan acceptable to the Owner and Engineer for bringing the work up to schedule.

#### **42. CLAIMS**

42.1 In any case where the Contractor deems additional compensation is due him for Work or materials not clearly covered in the Contract or by a Change Order, the Contractor shall provide written notice to the Engineer of such case at least 48 hours before he intends to begin the Work in question. If such notification is not given, then the Contractor hereby agrees to waive the claim for such extra compensation.

If the Engineer concurs that additional compensation is due the Contractor, a change will be issued as provided in Section 14.1. If not, the Contractor shall keep a record of the cost of the work in question, in accordance with the provisions of Section 14.1(c). Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. Claims for additional compensation shall be made in itemized detail and submitted, in writing, to the Owner and Engineer within 10 days following completion of that portion of the work for which the Contractor bases his claim. In case the claim is found to be just, it shall be allowed and paid for under a Change Order subsequently issued for the purpose.

42.2 Claims shall be litigated in a court of competent jurisdiction.

42.3 The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative. A Claim Review Board, appointed by the Director of Public Works, will review such claims and make a written recommendation. The Contractor may meet with the Claims Review Board to make a presentation in support of such claims with the Engineer's authorized representative present.

**43. CLEANING UP**

43.1 The Contractor shall at all time, at his own expense, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work and shall maintain material stockpiles in a neat, safe and orderly manner. Upon completion of the construction, the Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste materials resulting from his operation. In the event that the Contractor does not properly clean up promptly, the Owner may separately contract to do so and withhold the cost from the Contractor.

**44. NO WAIVER OF RIGHTS**

44.1 Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the OWNER for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

**45. ACCESS BY STATE AND LOCAL GOVERNMENT OFFICIALS**

45.1 During construction, Contractor shall supervise, inspect and direct work competently and efficiently, devoting such attention thereto and applying such personal skills and expertise as may be required and necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

45.2 Owner shall at their option, provide an Inspector and assistant Inspectors, if necessary, who shall act under the direction of the Engineer and the Owner as prescribed by law. Contractor in no way is relieved of any responsibility by the activities of Inspector.

45.3 Work shall be performed under the general observation and administration of Engineer. Contractor shall immediately comply with orders and instructions given in accordance with terms of Contract by Engineer, or by any authorized assistant, inspector or other representative of Engineer acting within scope of duties entrusted, but nothing herein contained shall be taken to relieve Contractor of obligations or liabilities under Contract.

45.3.1 Engineer will provide administration of Contract and observation of the Work as hereinafter described.

45.3.2 Engineer will have authority to act on behalf of Owner only to extent provided in Contract Documents.

45.3.3 Engineer will visit site at intervals as agreed in the Owner / Engineer agreement. However, Engineer will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of Work. On basis of on-site observations, Engineer will keep Owner informed of progress of Work, and will endeavor to guard Owner against defects and deficiencies in Work of Contractor.

45.3.4 Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

45.3.5 Engineer will not be responsible for or have control or charge over acts or omissions of Contractor, subcontractors, or any of their agents or employees, or any other persons performing Work.

45.3.6 Engineer will review Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with design concept of Work and with information given in Contract Documents. Such action shall be

taken with reasonable promptness so as to cause no delay.

- 45.3.7 Engineer will conduct inspections to recommend dates of Substantial Completions and Final Acceptance, will receive and forward to Owner for their review, written warranties and related documents required by Contract and assembled by Contractor.
- 45.3.8 Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings and Specifications or otherwise) as Engineer may determine necessary, which shall be consistent with the intent of and reasonable inferable from the Contract Documents. Such written clarifications and interpretations will be binding on the Contractor, unless Owner in its discretion directs otherwise. If Contractor believes that a written clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, the Contractor may make a written claim therefore as provided herein.
- 45.3.9 Based on the observations, Engineer may disapprove or reject Work which Engineer believes to be defective, or that Engineer believes will not produce a complete Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer with consent of Owner, will also have authority to require special inspection or testing of Work, whether or not the work is fabricated, installed or completed.

#### **46. FIRE PREVENTION AND PROTECTION**

- 46.1 The Contractor shall perform all Work in a fire-safe manner. He shall supply and maintain, on the site, adequate fire fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable Federal, local and State fire prevention regulations and where the regulations do not cover, with applicable parts of the National Fire Prevention Standard for "Safeguarding Building Construction Operations", (NFPA No. 241).

#### **47. STORAGE AND PROTECTION OF MATERIALS**

- 47.1 Materials shall be so stored as to ensure the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee.
- 47.2 Electrical equipment, devices, and motors shall be placed in dry and warm storage as approved by the Engineer.
- 47.3 All equipment and materials which are not to be painted (such as aluminum and stainless steel) and all factory finished or coated equipment and materials which are not to be painted, that are installed prior to completion of adjacent work, shall be completely covered and protected.

#### **48. FINAL INSPECTION**

- 48.1 Upon completion of all the Work under this Contract, and before the request for final payment is made, Contractor shall notify the Engineer in writing, and request a Final Inspection of the Work. This request shall include Contractor's certification that the Contract Documents have been reviewed, that the Project has been inspected for compliance and completed in accordance with the Contract Documents, that Work has been tested and is operational and the Project is completed, and ready for final inspection. The Contractor shall provide to the Engineer copies of Contractor's pre-final Inspection list of items that the Contractor completed prior to requesting the Final Inspection.

When the Work is deemed acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly record a Notice of Completion. Thirty-Five (35) days after the filing of said Notice of Completion the Engineer shall issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The final Certificate for Payment signed by the Engineer will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment have been fulfilled.

- 48.2 Upon completion of Final Inspection, the Engineer shall transmit in writing to the Contractor a list of items to be completed or corrected before the request for Final payment is made. This list shall be prepared by the Managing Engineer and may be in addition to any list previously prepared or cover any previous work reviewed by the Resident Engineer or Inspectors.
- 48.3 Warranties required by the Contract Documents shall commence on the date of recording of the Notice of Completion in the event that a Certificate of Substantial Completion has not been issued.

**49. POSTING OF WAGE RATES**

- 49.1 Attention is directed to Section 1735 of the Labor Code of the State of California. No discrimination shall be made in the employment of persons upon public works because of race, color, religion, ancestry, sex, or national origin. Every Contractor and Subcontractor for public works violating this Section is subject to all penalties imposed thereof.
- 49.2 APPRENTICES:
- 49.2.1 The Contractor and all subcontractors shall comply with the provision of Section 1777.5 of the California Labor Code regarding employment of apprentices and contributions of apprenticeship program.
- 49.3 WAGE RATES:
- 49.3.1 Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages for holiday and overtime work for each craft classification or type of worker needed to execute the Work contemplated under this Contract, as ascertained by the Owner, shall be paid by the Contractor and all subcontractors doing or contracting to do any part of said Work. Copies of said schedule of wage rates are available to any interested party on request. The Contractor shall post a copy of the prevailing wage rates of per diem wages at the job site as determined by the County of Lake in a prominent place where it can be easily seen by the workers.
- 49.3.2 Employer payments other than those itemized in said schedule of wage rates, as defined in Section 1773.1 of the Labor Code, shall be paid in accordance with the terms of the collective bargaining agreement applicable to the type or classification of the worker or mechanic employed on the Work.
- 49.3.3 All wages paid, including payment for travel and subsistence payments to workers, shall comply with requirements of Section 1773.8 of the Labor Code.
- 49.3.4 Pursuant to Section 1777.5 of the Labor Code, each apprentice shall be paid in accordance with the terms of the collective bargaining agreement applicable to the trade or craft at which he is employed.
- 49.3.5 The Contractor shall forfeit as a penalty to the Owner the sum of twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for such work or craft in which such worker is employed for any work done under the Contract by him or by any subcontractor under him. In addition, the difference between the stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor and each subcontractor shall keep an accurate record showing the name, occupation, and actual per diem wages paid to each worker employed on the Work contemplated by this Agreement, which record shall be kept open at all reasonable hours to the inspection of the Owner, and to the Division of Labor Law Enforcement. Said Owner shall have, at his election, all the remedies provided by Section 1775 of the Labor Code for the recovery of said penalty.
- 49.3.6 Claims and disputes pertaining to labor classifications shall be decided by the Owner unless local law provides otherwise. The Contractor shall diligently proceed with the Work pending settlement of any dispute which otherwise might delay completion.
- 49.3.7 The wages set forth are the minimum that may be paid by the Contractor. Nothing contained in the Contract Documents shall be construed as preventing the Contractor from paying more than the minimum rate.

**50. OVERTIME WORK**

50.1 Overtime and shift work may be established as a regular procedure by the Contractor and with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

50.2 All costs for overtime inspection, including those occurring as a result of overtime and shift work established as a regular procedure, shall be paid for by the Contractor. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and any weekday between the hours of 6:00 p.m. and 7:00 a.m. Such costs will include, but will not necessarily be limited to, engineering, inspection, general supervision and other expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the Owner from payments due the Contractor.

\*\*\* END OF GENERAL CONDITIONS \*\*\*



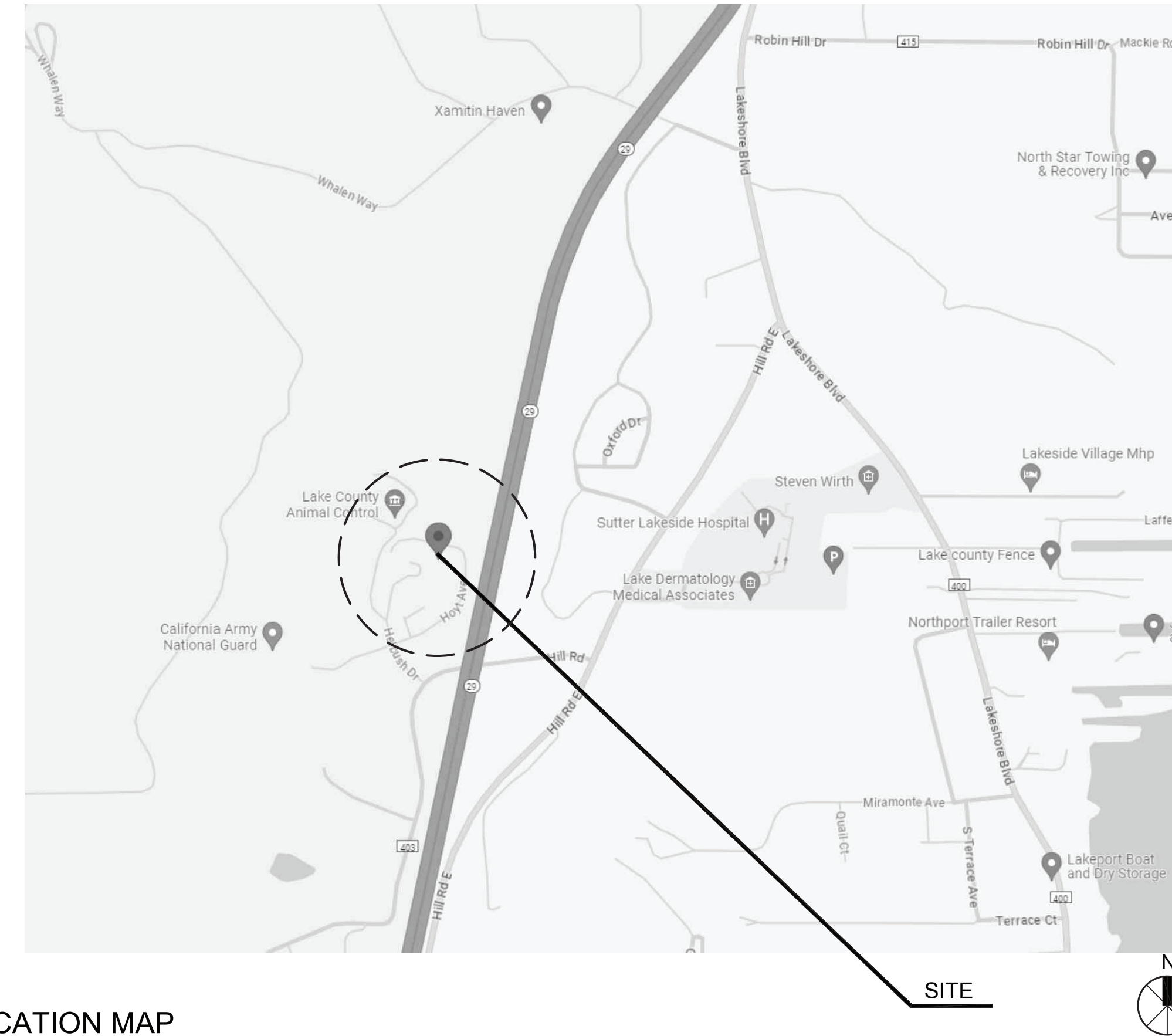
# COUNTY OF LAKE MAIN JAIL FENCING PROJECT

4913 Helbush Drive  
Lakeport, California



PO Box 1207  
Sonoma,  
California 95476  
T 707.935.7944  
F 707.935.6618  
www.STRATAap.com

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LOCATION MAP

### APPLICABLE CODES

2022 CALIFORNIA BUILDING CODES (CBC), 2019 INTERNATIONAL BUILDING CODE (IBC)  
2022 CALIFORNIA MECHANICAL CODE (CMC), 2019 UNIFORM MECHANICAL CODE (UMC)  
2022 CALIFORNIA PLUMBING CODE (CPC), 2015 UNIFORM MECHANICAL CODE (UMC)  
2022 CALIFORNIA ELECTRICAL CODE (CEC), 2014 NATIONAL ELECTRICAL CODE (NEC)  
2022 CALIFORNIA ENERGY CODE (TITLE 24)

### SCOPE OF WORK

INSTALL NEW SECURITY FENCING AROUND PERIMETER OF JAIL. INCLUDES  
INSTALLATION OF NEW GATES AND TIE IN /MODIFY EXISTING FENCES.  
DEMOLITION OF PORTION OF FENCING.

### INDEX OF DRAWINGS

GENERAL	TITLE SHEET
G0.00	TITLE SHEET
ARCHITECTURAL	SITE PLAN
A1.01	SITE PLAN
A1.02	FENCE DETAILS
A1.03	FENCE DETAILS AND SPECIFICATIONS

PROJECT



LAKE COUNTY MAIN JAIL  
SECURITY FENCING  
PROJECT

4913 HELBUSH DR  
LAKEPORT, CA 95453

REVISIONS

	SUBMITTAL	08.29.2024
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SHEET TITLE

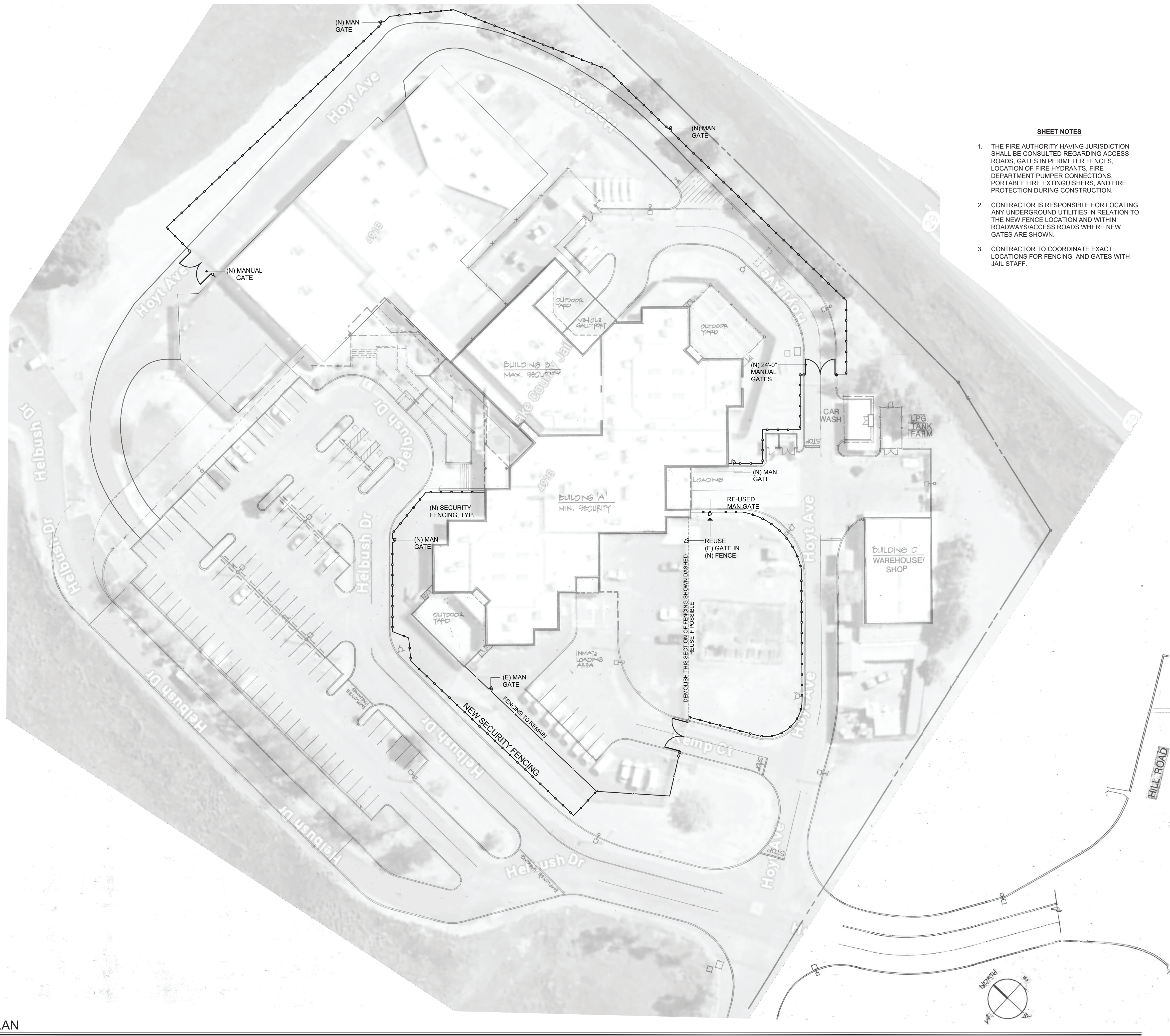
### TITLE SHEET

PROJECT NO. 435-24E  
CHECKED BY: BJ  
DRAWN BY: MM  
SCALE: AS NOTED  
DATE: 08.29.2024

DRAWING NO.

**G0.00**





**SHEET NOTES**

1. THE FIRE AUTHORITY HAVING JURISDICTION SHALL BE CONSULTED REGARDING ACCESS ROADS, GATES IN PERIMETER FENCES, LOCATION OF FIRE HYDRANTS, FIRE DEPARTMENT PUMPER CONNECTIONS, PORTABLE FIRE EXTINGUISHERS, AND FIRE PROTECTION DURING CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR LOCATING ANY UNDERGROUND UTILITIES IN RELATION TO THE NEW FENCE LOCATION AND WITHIN ROADWAYS/ACCESS ROADS WHERE NEW GATES ARE SHOWN.
3. CONTRACTOR TO COORDINATE EXACT LOCATIONS FOR FENCING AND GATES WITH JAIL STAFF.



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PROJECT



**LAKE COUNTY MAIN JAIL SECURITY FENCING PROJECT**

4913 HELBUSH DR  
 LAKEPORT, CA 95453

REVISIONS

	SUBMITTAL	08.29.2024
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SHEET TITLE

**SITE PLAN**

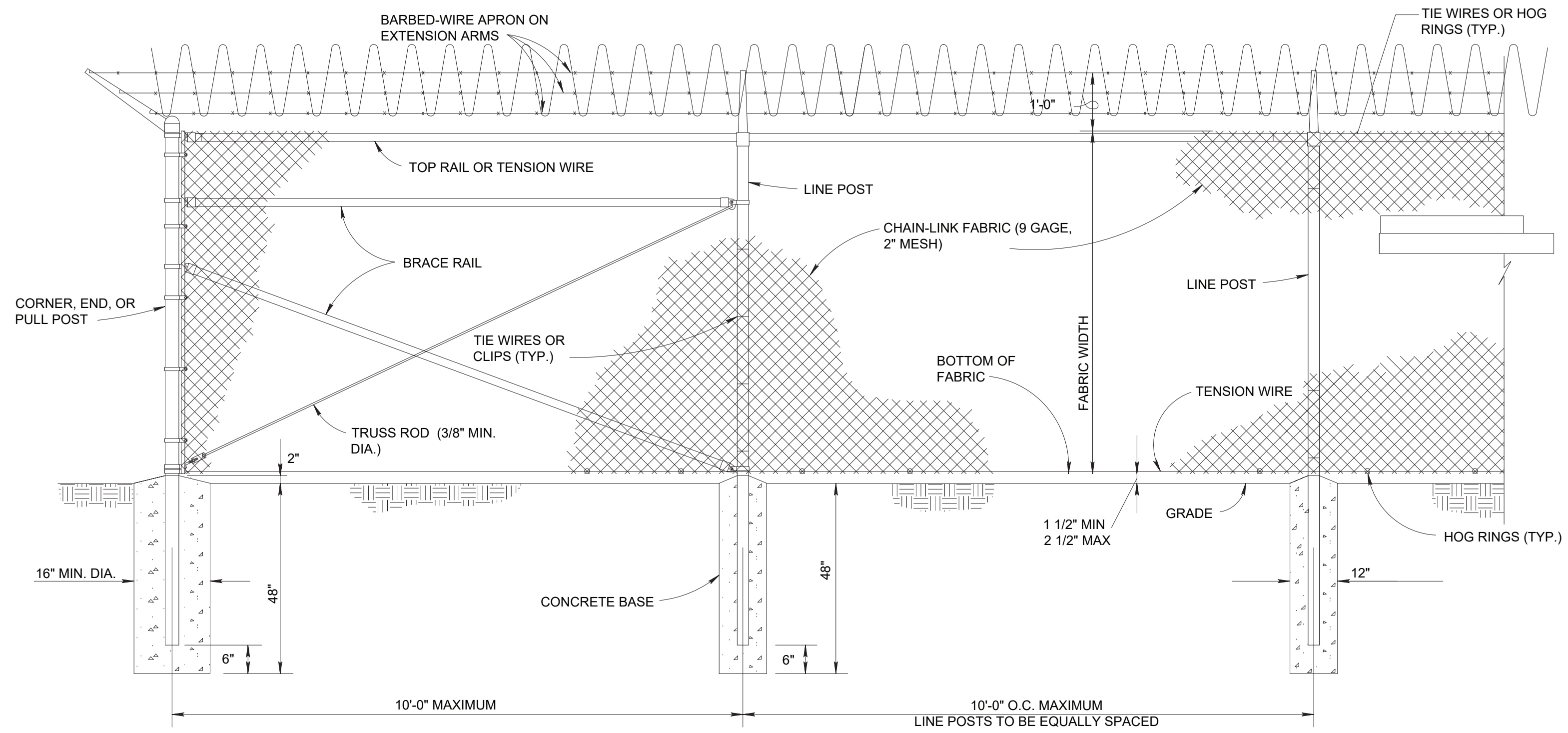
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 CHECKED BY: BJ  
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DRAWING NO.

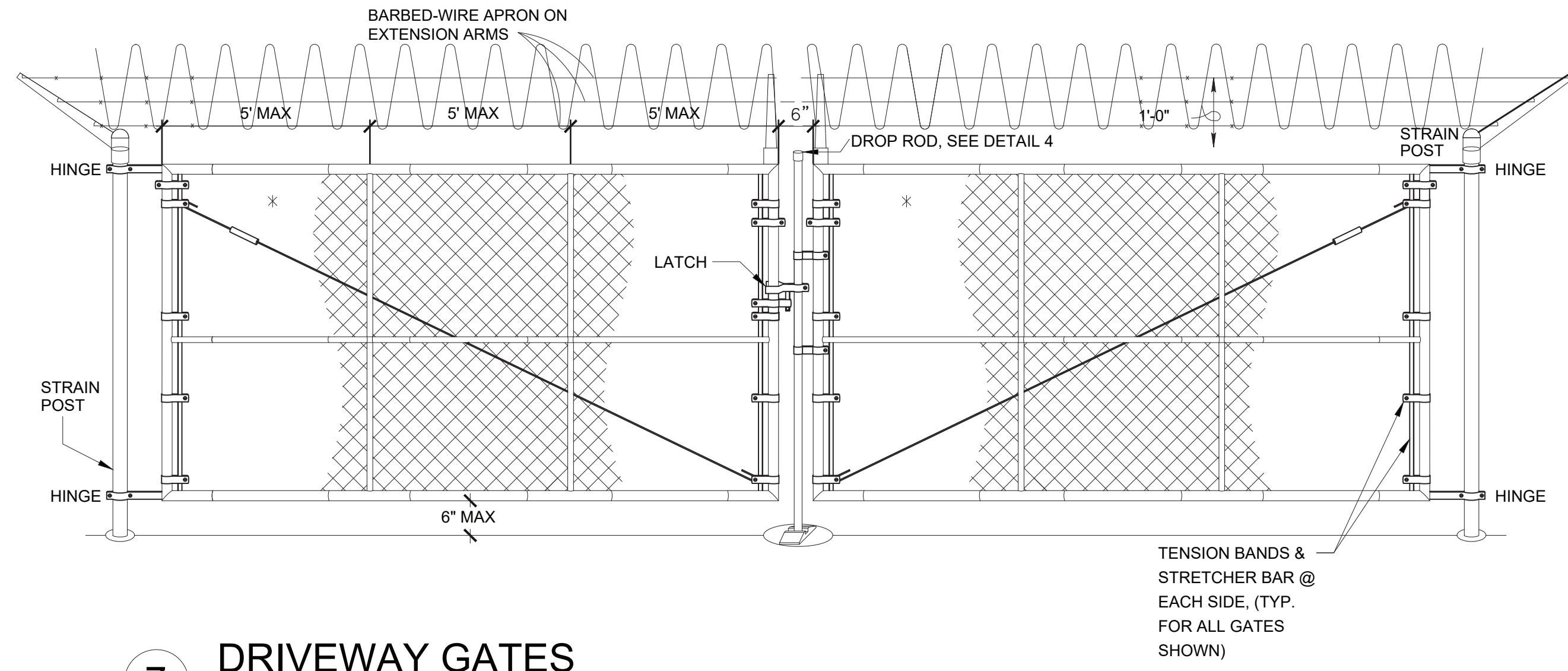
1 SITE PLAN  
 NTS

**A1.01**



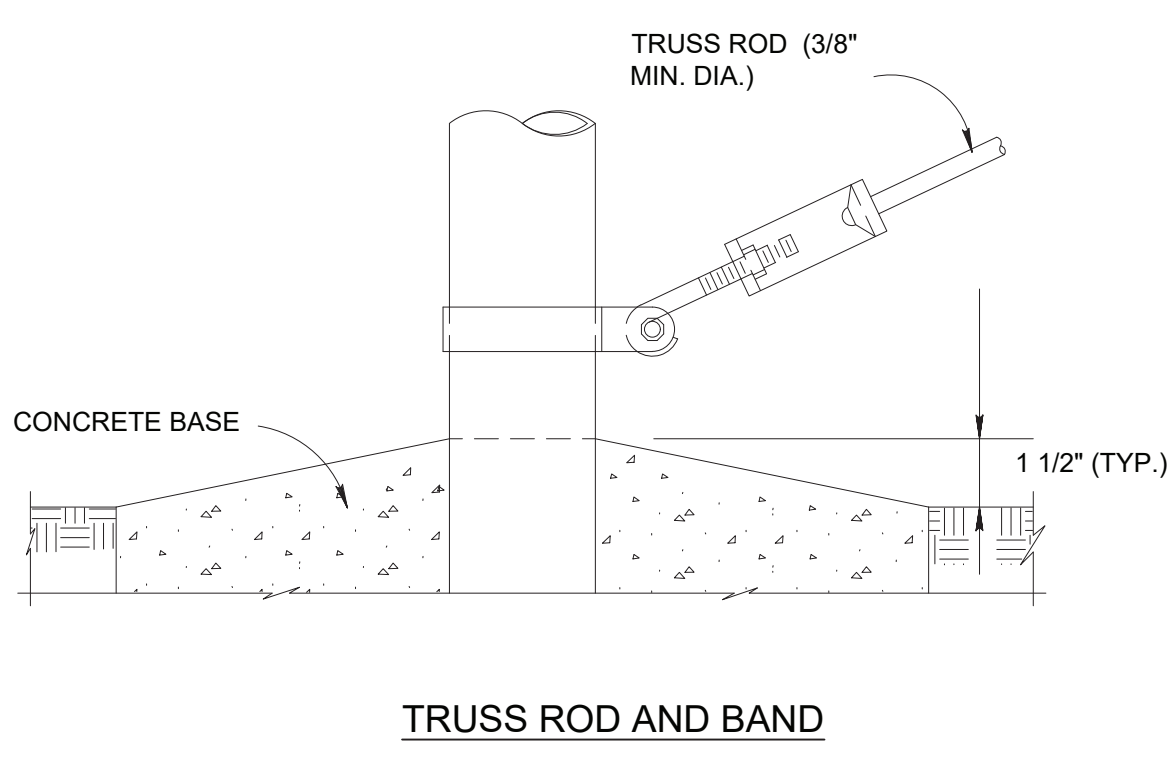


**8 CHAIN-LINK SECURITY FENCE DETAIL**  
N.T.S.

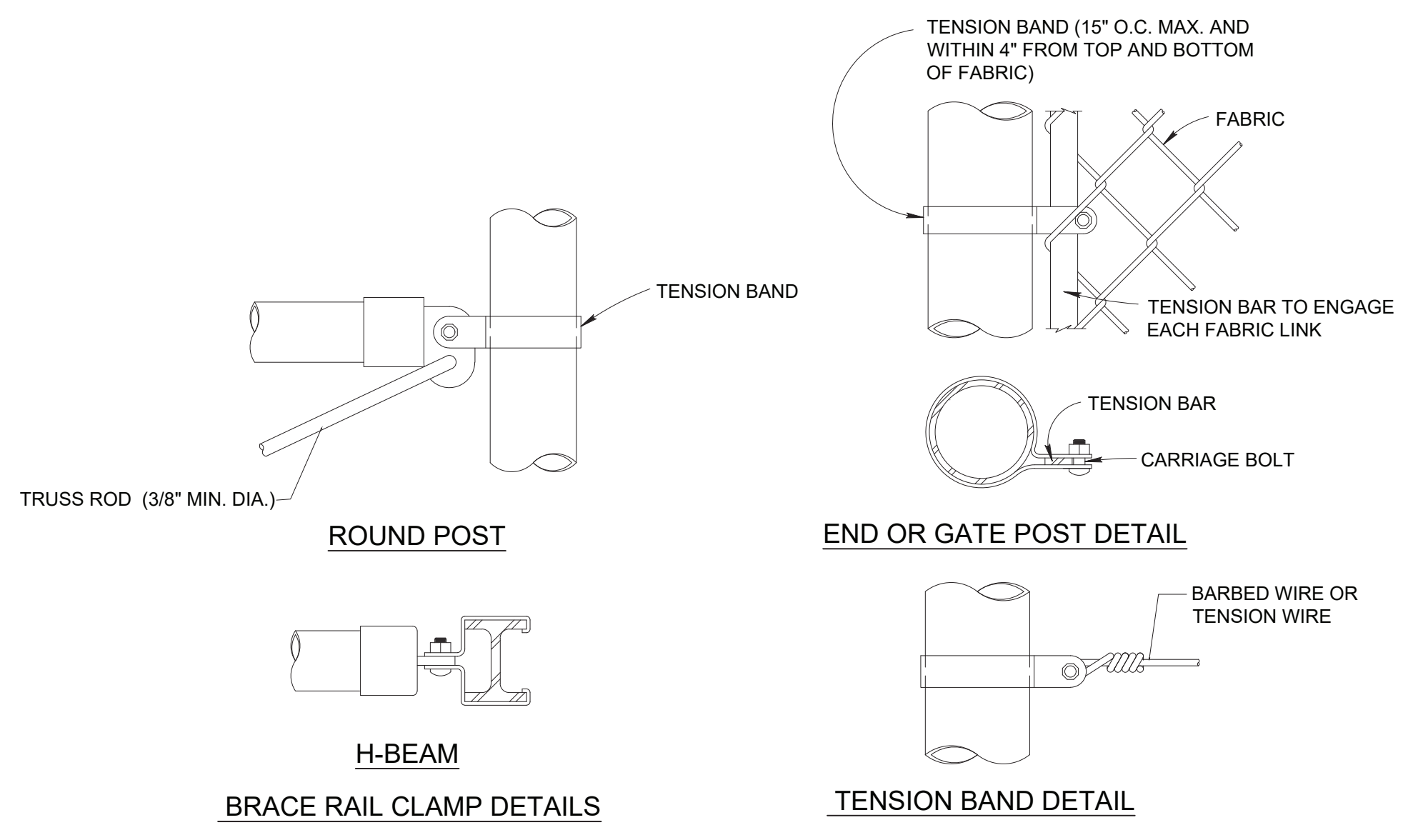


**7 DRIVEWAY GATES**  
N.T.S.

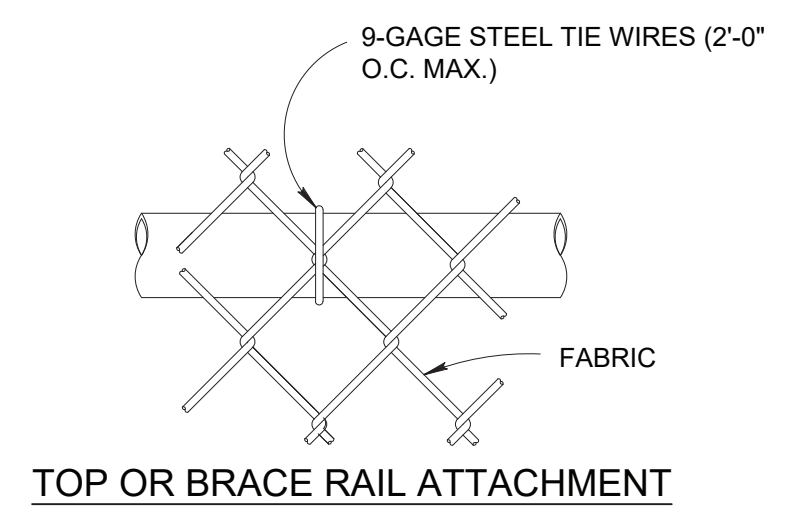
USE AND SECTION	STEEL POST SCHEDULE		
	MINIMUM OUTSIDE DIMENSIONS (NOMINAL)		
	FABRIC WIDTH 72" OR LESS	FABRIC WIDTH 84" TO 96"	FABRIC WIDTH 108" AND OVER
<b>CORNER, END &amp; PULL POSTS</b>			
TUBULAR - ROUND	2.375" O.D.	2.875" O.D.	4.00" O.D.
TUBULAR - SQUARE	2.00" SQ.	2.50" SQ.	3.00" SQ.
C-SECTION (ROLL-FORMED)	3.50" X 3.50"	3.50" X 3.50"	
<b>LINE POSTS</b>			
TUBULAR - ROUND	1.90" O.D.	2.375" O.D.	2.875" O.D. 2.25" X 1.70"
H-SECTION	2.25" X 1.70" 1.875" X	2.25" X 1.70"	X 1.70"
C-SECTION (ROLL-FORMED)	1.625"	2.25" X 1.70"	
<b>TOP, BOTTOM &amp; BRACE RAILS</b>			
TUBULAR - ROUND		1.66" O.D.	
TUBULAR - SQUARE		1.50" SQ.	
H-SECTION		1.625" X 1.50"	
C-SECTION (ROLL-FORMED)		1.625" X 1.25"	



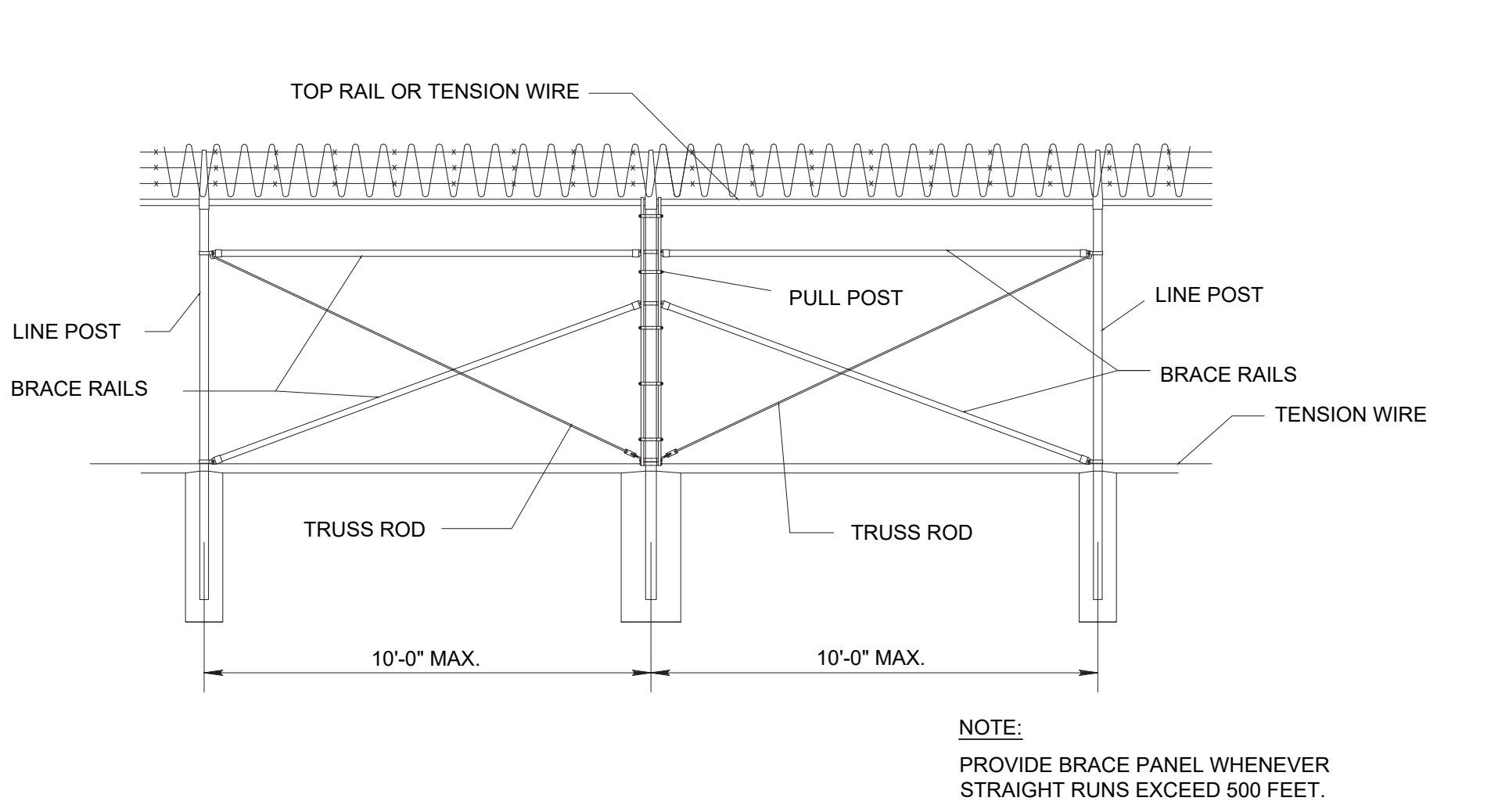
**6 TRUSS ROD AND BAND**  
N.T.S.



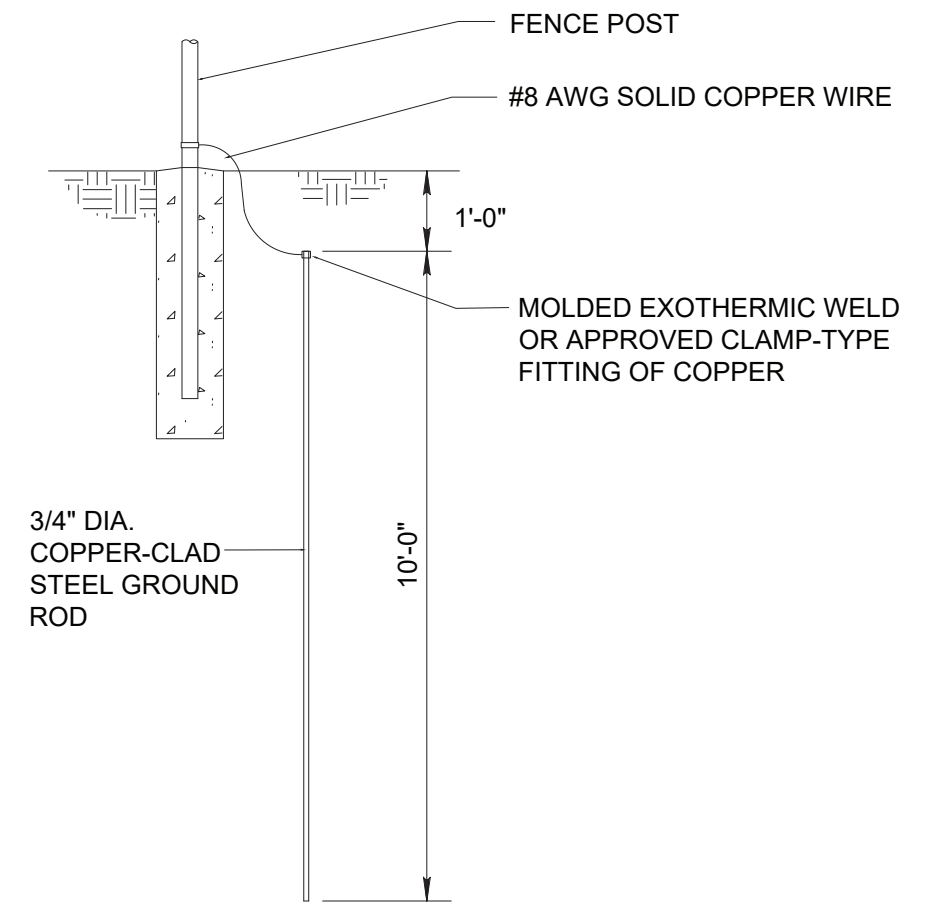
**5 FASTENING DETAILS**  
N.T.S.



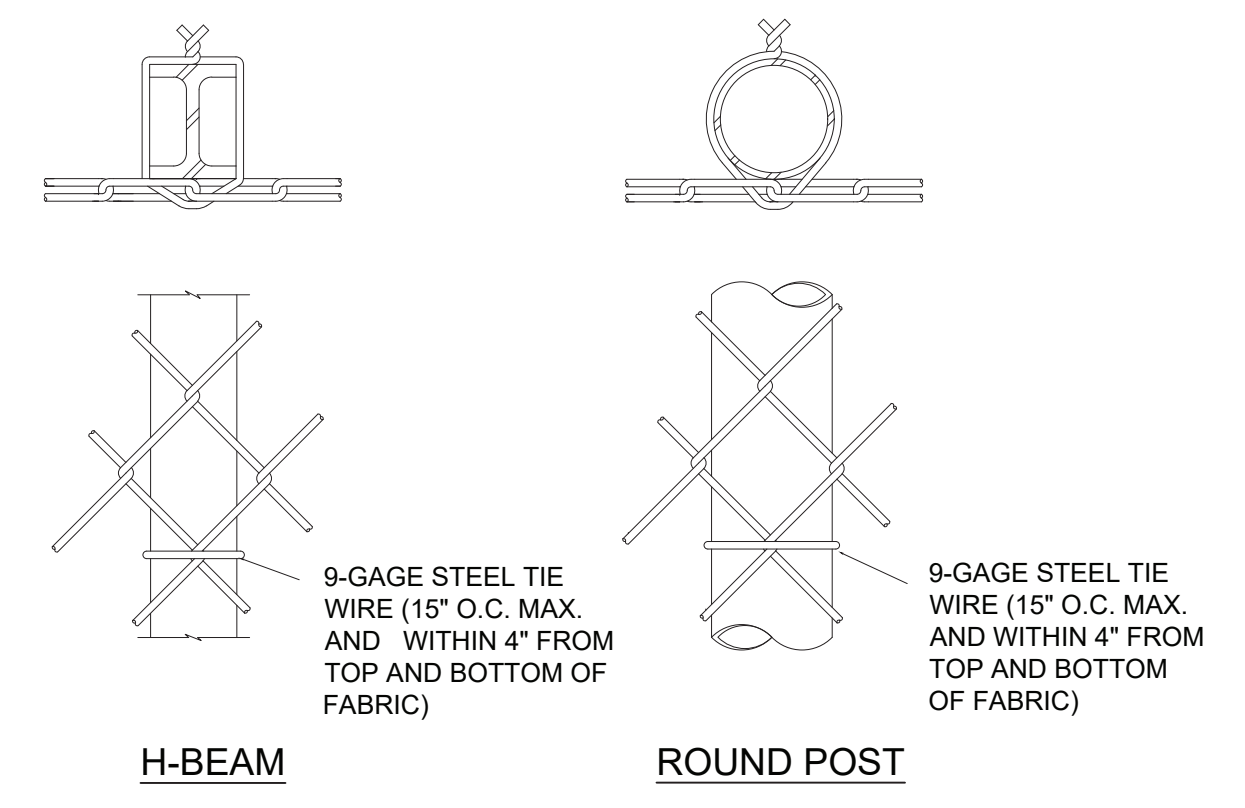
**4 TOP OF BRACE RAIL ATTACHMENT**  
N.T.S.



**3 BRACE PANEL DETAIL**  
N.T.S.



**2 GROUNDING DETAIL**  
N.T.S.



**1 LINE OF POST ATTACHMENTS**  
N.T.S.

**NOTES:**  
 1. DETAILS SHOWN ARE TO CLARIFY REQUIREMENTS AND ARE NOT INTENDED TO LIMIT OTHER TYPES OF FENCE SECTIONS AND METHODS OF INSTALLATION THAT COMPLY WITH THE SPECIFICATIONS.  
 2. WIRE TIES, RAILS, POSTS, AND BRACES SHALL BE CONSTRUCTED ON THE SECURE SIDE OF THE FENCE ALIGNMENT. CHAIN-LINK FABRIC SHALL BE PLACED ON THE SIDE OPPOSITE THE SECURE AREA.  
 3. UNLESS SPECIFICALLY SHOWN OR SPECIFIED, ALL FE6 FENCE SHALL HAVE AN APRON EXTENDED OUTWARD FROM THE AREA BEING PROTECTED.  
 4. C-SECTION POSTS SHALL BE INSTALLED SO THAT THE VOID INSIDE THE POST IS COMPLETELY FILLED WITH CONCRETE UP TO THE TOP OF THE FOUNDATION.

**FENCE LEGEND:**  
 TR - FENCE WITH TOP RAIL AND TENSION WIRE AT BOTTOM  
 TBR - FENCE WITH TOP AND BOTTOM RAILS  
 TWB - TENSION WIRE TOP AND BOTTOM  
 TWBR - FENCE WITH TOP TENSION WIRE AND BOTTOM RAIL  
 FINAL NUMBER IS FABRIC WIDTH IN INCHES.

**SPECIFICATIONS**  
 SEE SHEET A1.03 FOR SPECIFICATIONS



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PROJECT



**LAKE COUNTY MAIN JAIL  
 SECURITY FENCING  
 PROJECT**

4913 HELBUSH DR  
 LAKEPORT, CA 95453

REVISIONS

NO.	DESCRIPTION	DATE
1		08.29.2024
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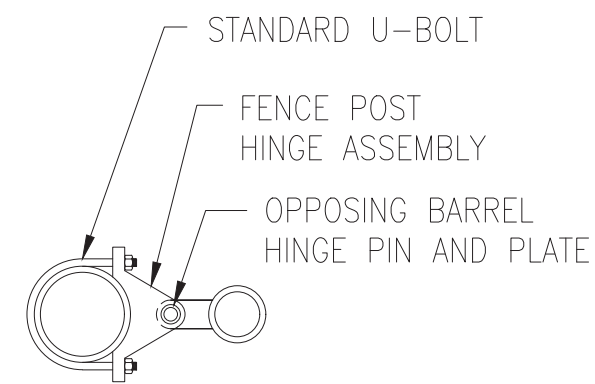
SHEET TITLE

**FENCE DETAILS**

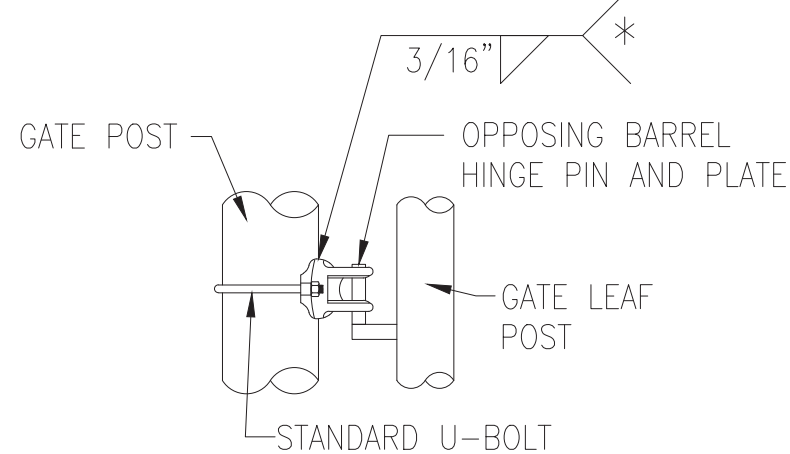
PROJECT NO. 435-24E  
 CHECKED BY: BJ  
 DRAWN BY: MM  
 SCALE: AS NOTED  
 DATE: 08.29.2024  
 DRAWING NO.

**A1.02**



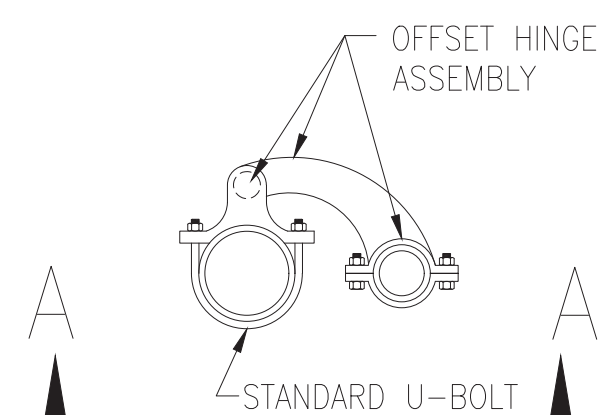


(\*NOTE: WELD HINGES TO POST IF INSTALLING CABLE REINFORCEMENT ON GATES. ENSURE CORRECT HEIGHT FOR FULL OPERATION PRIOR TO WELDING (TYPICAL))



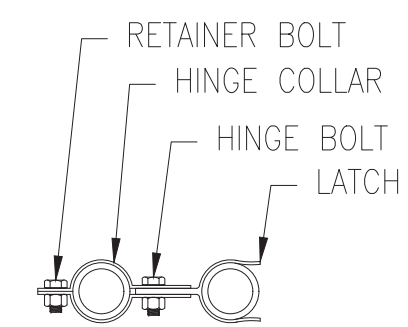
### 5 GATE HINGE DETAIL

1 1/2" = 1'-0"



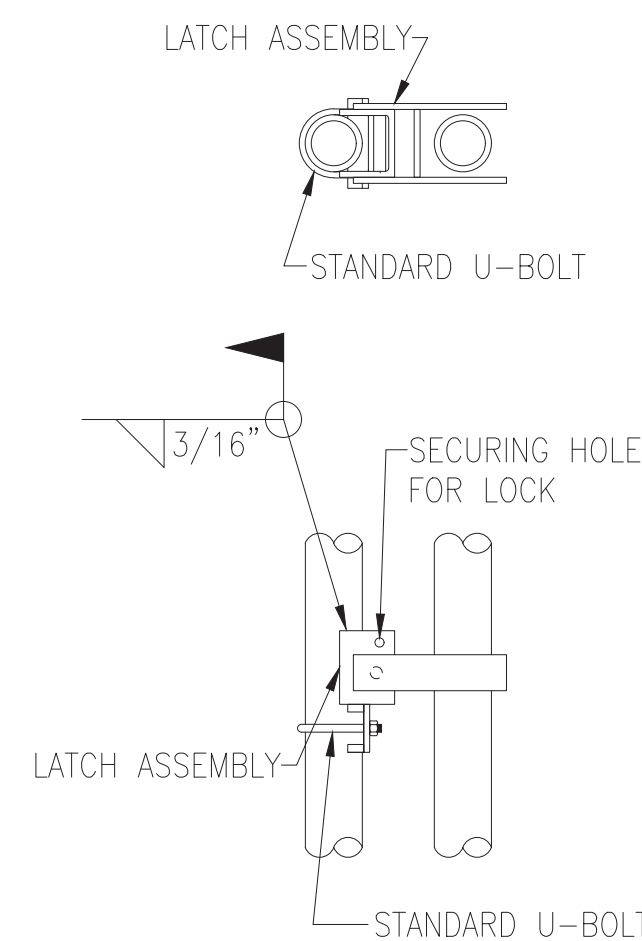
### 4 OFFSET HINGE DETAIL

1 1/2" = 1'-0"



### 3 GATE LATCH DETAIL

1 1/2" = 1'-0"



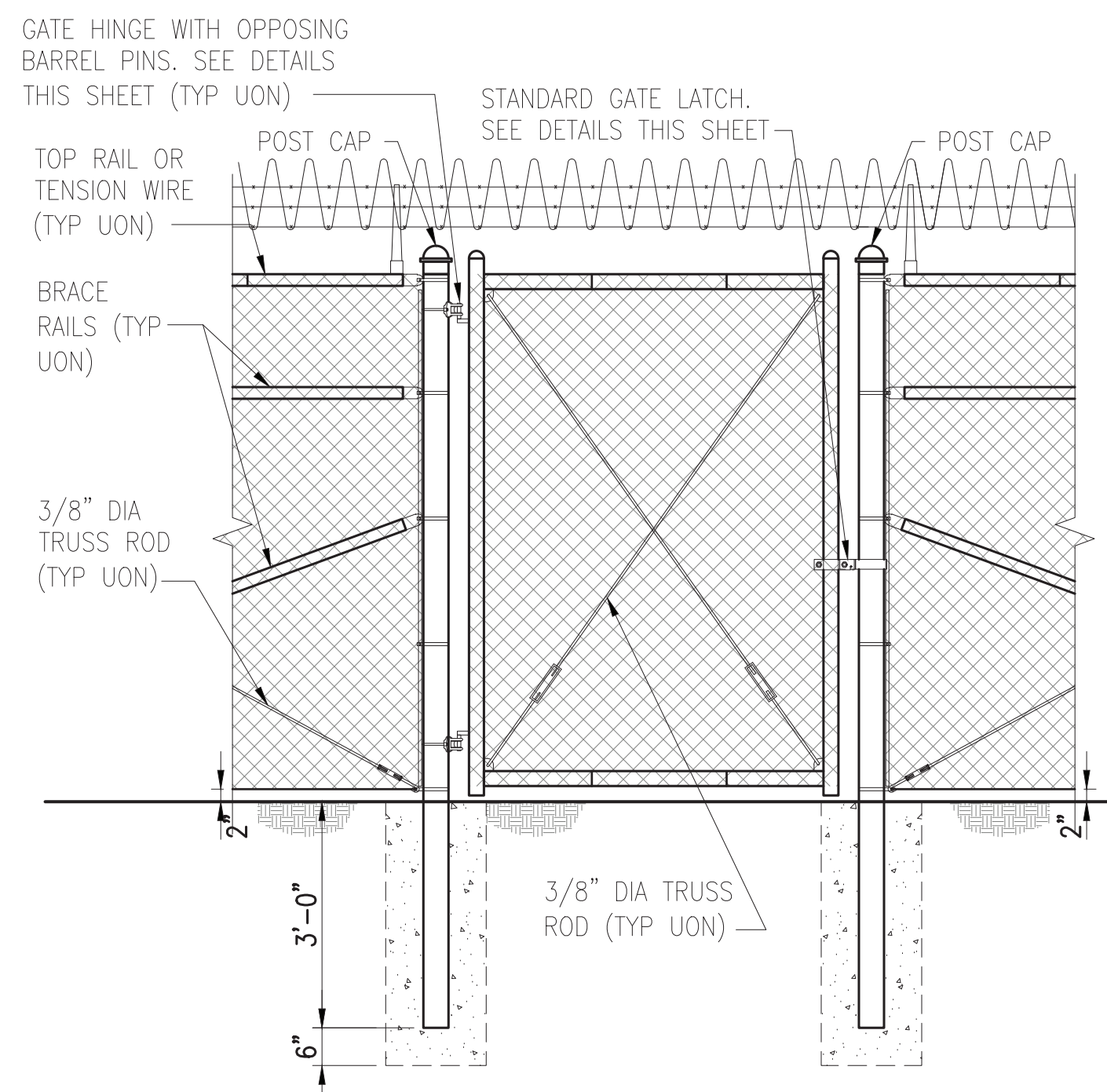
### 2 FULCRUM LATCH DETAIL

1 1/2" = 1'-0"



### PLAN SINGLE SWING GATE

1" = 1'-0"



### 1 TYPICAL FENCE SINGLE SWING GATE ELEVATION

1/2" = 1'-0"

#### SPECIFICATIONS

FABRIC: 144" 9 GA. GALVANIZED (2" MESH) B-B CHAIN LINK FABRIC

TOP RAIL: 1 1/2" O.D. DQ-40 PIPE, 1.83 LBS. PER FOOT

LINE POST: 2 1/2" O.D. DQ-40 PIPE, 4.47 LBS. PER FOOT. LINE POSTS SET 8' ON CENTER MAX. CONCRETE FOOTING: 12" DIA x 48" DEPTH.

TERMINAL POST: 2 1/2" O.D. DQ-40 PIPE, 4.47 LBS. PER FOOT. CONCRETE FOOTING: 12" DIA x 48" DEPTH.

BRACING: TERMINAL POSTS BRACED AND TRUSSED TO THE NEAREST LINE POST WITH 1 1/2" O.D. GQ-40 PIPE AND 3/8" TRUSS ROD TIGHTENER. 1 1/2" O.D. DQ-40 PIPE, 1.93 LBS. PER FOOT, USED FOR MIDDLE RAIL AND BOTTOM RAIL.

BARBED WIRE: 5 STRAND OF 12 1/2 GA. 4 PT. GALVANIZED BARB WIRE ON 45 DEGREES (200 LB.) PRESSED STEEL BARB WIRE ARM.

OBSTACLE WIRE: 18" DIA. (18" SPACING) BARBED OBSTACLE WIRE ATTACHED WITH 9 GA. STEEL HOG RING.

FITTINGS: HEAVY BRACE BAND & CARRIAGE BOLT, RAIL END, 180 DEGREE BRACE HAND LINE RAIL CLAMP, 45 DEGREE (200 LB) PRESSED STEEL BARB WIRE ARM, V ARM PRESSED STEEL CORNER BARB WIRE ARM, 1/4" x 3/8" TENSION BAR, HEAVY TENSION BAND & CARRIAGE BOLT.

TIE WIRE: 10 1/2" 9 GA. STEEL T. E. WIRE & 3.5" 9 GA. STEEL TIE WIRE SPACED 15" O.C. FOR LINE POSTS & 24" O.C. FOR RAILS.

POST FOOTINGS: SEE CONCRETE NOTES

#### A. CONCRETE NOTES

- A.1. ALL WORK TO CONFORM TO THE REQUIREMENTS OF THE FOLLOWING PUBLICATIONS:
  - ACI "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318-LATEST EDITION)
- A.2. MINIMUM COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS:
  - 3000 PSI (NORMAL WEIGHT AT ALL CONCRETE ELEMENTS)
  - MAXIMUM SLUMP: 5"
  - MAX. WATER/CEMENT RATIO: 0.45
  - NOMINAL MAXIMUM AGGREGATE SIZE: 3/4"
  - PRIOR TO PLACING CONCRETE, MIX DESIGNS SHALL BE SUBMITTED FOR REVIEW.
- A.3. CONCRETE MIXTURE COMPONENTS SHALL CONFORM TO THE FOLLOWING:
  - A.3.1. CEMENT - ASTM C150, TYPE II
  - A.3.2. COURSE AGGREGATE - ASTM C33 (NORMAL WEIGHT)
  - A.3.3. FINE AGGREGATE - ASTM C33
  - A.3.4. WATER - SHALL BE POTABLE WATER
  - A.3.5. ADMIXTURES
    - A.3.5.1. ASTM C260 AIR ENTRAINMENT
    - A.3.5.2. ASTM C618 POZZOLAN & FLY ASH
    - A.3.5.3. ASTM C494 WATER REDUCING, RETARDING, ACCELERATION

SINGLE OR DOUBLE LEAF GATES		
NOM HEIGHT (H)	UPRIGHT HT (U)	FRAME HT (F)
NOM HT INCLUDING BARBED WIRE	ACTUAL DIM	ACTUAL DIM
8'-0" [2438MM]	7'-10" [2388MM]	6'-8 1/2" [2045MM]

SINGLE LEAF GATES		
OPENING	GATE POSTS	HINGE SPACE (S)
FACE TO FACE	SQUARE & ROUND SIZES	POST TO UPRIGHT
3'-0" [914MM] THROUGH	2.5" [63.5MM] SQ x 3/16" TH OR 2.875" [73MM] OD	FOR SQUARE & ROUND GATE POSTS: 2 1/4" [57MM]
6'-0" [1829MM] THROUGH	4" [102MM] SQ x 3/16" TH OR 4" [102MM] OD	FOR SQUARE & ROUND GATE POSTS: 2 1/4" [57MM]
12'-0" [3657MM] THROUGH	6" [153MM] SQ x 3/16" TH OR 6.625" [168MM] OD	FOR SQUARE & ROUND GATE POSTS: 2 1/4" [57MM]
19'-0" [5790MM] THROUGH	8" [203MM] SQ x 1/4" TH OR 8.625" [219MM] OD	FOR SQUARE & ROUND GATE POSTS: 2 1/4" [57MM]

GATE POSTS & FOUNDATIONS: GATE POST SIZE AND ASSOCIATED FOOTING DIAMETER TO BE DETERMINED BY MANUFACTURER, BASED ON LEAF WEIGHT & DIMENSION, BUT NOT LESS THAN DIAMETER SHOWN ON THESE DRAWINGS. MINIMUM FOOTING DIAMETERS (TO BE FILLED W/4000 PSI CONC): 40" Ø FOR 8" POST; 36" Ø FOR 6" POST; 24" Ø FOR 4" POST; OTHER SIZES TO BE DESIGNED BY MFR OR KTR. NO FOOTING WIDTH SHALL BE LESS THAN 4(X) THE POST WIDTH.

NOTE: IF GATE HINGES ARE NOT OPPOSING (AS SHOWN ABOVE) OR LEAF IS NOT LOCKED MECHANICALLY TO THE HINGES, WELD AN ANGLE, PLATE, OR BLOCK ABOVE HINGE TO RESTRICT LEAF FROM BEING REMOVED OR LIFTED OFF. RESTRICTION SHALL NOT HINDER OPERATION OF GATE.



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PROJECT



LAKE COUNTY MAIN JAIL  
SECURITY FENCING  
PROJECT

4913 HELBUSH DR  
LAKEPORT, CA 95453

REVISIONS

	SUBMITTAL	08.29.2024
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2	--	--
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SHEET TITLE

FENCE DETAILS AND  
SPECIFICATIONS

PROJECT NO. 435-24E

CHECKED BY: BJ

DRAWN BY: MM

SCALE: AS NOTED

DATE: 08.29.2024

DRAWING NO.

**A1.03**

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.

#### 1.2 PROJECT INFORMATION

A. Project Identification: Hill Road Correctional Facility Exterior Fencing, Bid No. 250855.

1. Project Location: 4913 Hellbush Drive, Lakeport, CA 95453.

B. Owner: County of Lake, Public Services Department.

1. Owner's Representative: Lars Ewing  
Public Services Director  
333 Second Street  
Lakeport, Ca. 95453

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Provide and install of Hill Road Correctional Facility Exterior Fencing, approximately 1,600 linear feet, with other Work indicated in the Contract Documents. Construction cost estimate is \$250,000.00

B. Type of Contract:

1. Project will be constructed under a single prime contract.

Exterior Fencing

1.4 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to the County property at 4913 Hellbush Drive, Lakeport, CA 95453. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Contractor and their employees are not to have contact or communication with inmates at any time. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

Exterior Fencing

1.6 WORK RESTRICTIONS

- A. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify County not less than two days in advance of proposed utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify County not less than two days in advance of proposed disruptive operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## **SECTION 01 77 00**

### **PART 1 -**

### **CLOSEOUT PROCEDURES**

### **PART 2 - GENERAL**

#### **2.1 FINAL COMPLETION PROCEDURES**

- A. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements.
  - 1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

### **PART 3 - PRODUCTS**

#### **3.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### **PART 4 - EXECUTION**

#### **4.1 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other debris. Sweep paved areas broom clean.
    - b. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
    - c. Remove tools, construction equipment, machinery, and surplus material from Project.
    - d. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
    - e. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace

Exterior Fencing

- operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
- f. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
  - g. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 01 77 00