

INVITATION TO BID #5890, 5891, 5892, 5898, 5933- Bid Opening 3:00 P.M.

Sealed Bids will be received by the Ventura County Purchasing Agent until May 30, 2018 at 3:00 p.m. (PT) at Ventura County Procurement Services on line only at <https://ventura.bonfirehub.com/portal/?tab=login>. Time is of the essence. Bids may not be submitted by facsimile machine. Return only those pages on which a response is required. Note: The website www.time.gov (pacific time zone) will be used as the official US Time. Bid Openings will be taking place at the County of Ventura Service Complex, General Services Agency, Training Room, 800 South Victoria Avenue, Ventura, California

Five (5) JOB ORDER CONTRACTS

A Job Order Contract (hereinafter called JOC) is a competitively bid, firm fixed priced indefinite quantity contract. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc., of buildings, structures, or other real property. It includes a collection of detailed repair and construction tasks and specifications that have established Unit Prices. In order to be considered responsive, the bidder must submit Adjustment Factors to the published Unit Prices contained in the Unit Price Book at www.Buildingincloud.net. A 4BT NON-DISCLOSURE FORM MUST BE COMPLETED PER THE INSTRUCTIONS BEFORE ACCESS TO PRICE BOOK. Individual projects are priced by selecting the proper construction tasks and multiplying them by the correct quantity and appropriate Adjustment Factor. Ordering is accomplished by means of issuance of a Work Order against the Contract. The Contractor, under the JOC contract, furnishes all management, labor, materials and equipment needed to perform the work. It is the intention to award up to Five (5) JOC Contracts under these solicitations. Each JOC awarded under this solicitation will have no minimum value. The Maximum Contract Value will be as allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January, 1998. The term of each contract will be for one year or expenditure of the maximum potential value of the contract, whichever occurs first. There is no maximum value associated with individual Work Orders issued under this contract. The minimum value of individual Work Orders issued under this contract will typically be \$175,000. **Bidders must attend a Mandatory Pre-Bid conference to be held at the County of Ventura Service Complex, General Services Agency, Training Room, 800 South Victoria Avenue, Ventura, California, at 10:00 a.m. (PT) on Thursday, May 17th, 2018** for the purpose of explaining the JOC concept, discussing JOC from the contractors' perspective, distribution of documents and answering questions. **Be early, the door will be closed at the appointed time.** All questions concerning this Bid should be submitted online at <https://ventura.bonfirehub.com/portal/?tab=login> under the "Messages" tab. Deadline for questions, concerns, clarifications, or general information is May 24, 2018 by 5:00 p.m. (PT).

The plans, specifications and proposal forms for this project are filed in the Purchasing Office and are by reference made a part of this Notice. Plans may be obtained online at <https://ventura.bonfirehub.com/portal/?tab=login>. For additional bid information, call (805) 477-7111 or email jody.howard@ventura.org, Jody Howard, Principal Buyer, County of Ventura. The County of Ventura reserves the right to accept or reject any or all bids and to waive all technicalities and formalities.



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I. GENERAL PROVISIONS

A. Definitions

1. "Adjustment Factor", is the Contractor's competitively bid price adjustment to the Unit Prices as published in the Unit Price Book. Contractors must bid a total of two Adjustment Factors: one factor for Work to be accomplished during Normal Working Hours; and a second factor for Work to be performed during Premium Hours. The Adjustment Factors are expressed as an increase or decrease from the published prices.
2. "Agency" means the County or any governmental unit authorized to participate in the Contract pursuant to an intergovernmental agreement.
3. "Agreement" means the cooperative purchasing agreement between County and other governmental units participating in this Job Order Contract project.
4. "Award" means the final issuance of the award of the Contract to the Contractor.
5. "Award Date" means the date of the issuance of the Award.
6. "Bid Documents" means all of the four elements of this Contract; 1) Project Manual, including Instructions to Bidders and General Conditions; 2) Bidding Documents; 3) Unit Price Book; 4) Technical Specifications; any specifications by reference, plus any Addenda issued by the County.
7. "Unit Price Book" is a comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
8. "Contract" means the "Bid Documents", amendments, modifications, or revisions made hereto from time to time in accordance with the terms hereof. "Agreement" also includes all Work Orders issued hereunder and all amendments, modifications, or revisions made in accordance with the terms hereof, the Contractor's Bid, the Bonds, together with all amendments, modifications and supplements thereto, as well as any "Contract Documents" as defined herein to include: certificates of insurance, County notification to the Contractor that Work is needed, County Requests for Proposal including Detailed Scopes of Work, the individual Work Orders, and design drawings.
9. "Award Criteria Figure" is the amount determined in the Award Criteria Figure Calculation section of the Bid Form, which is used for the purposes of determining the lowest Bid.
10. "Contractor" refers to the person or entity who is awarded the Job Order Contract by the County.
11. "County" means County of Ventura, California.
12. "County Project Manager" means the County representative chosen to oversee the planning, design, and construction projects at the County facilities.
13. "Days" means calendar days, unless otherwise stated.



14. "Designer" means any Architect, Engineer, or other consultant that provides direction through drawings, specifications or other means to accomplish any Project.
15. "Environmental Requirements" means all applicable Federal, State, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters.
16. "Final Completion of the Work Order" means the last date on which all of the following events have occurred: the County has determined that all Punch List Work and any other remaining Work has been completed in accordance with the Contract Documents; final inspections have been completed and all operations systems and equipment testing have been completed; the issuance of final occupancy certifications (if any); all deliverables have been provided to the County and all contractual requirements for final payment have been completed.
17. "Hazardous Materials" means asbestos and asbestos-containing materials, polychlorinated biphenyl (PCB), oil or any other petroleum products, natural gas, source material, special nuclear materials, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. Sec. 201 1, et "g."), pesticides under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C.. Sec. 136, et M.) and any hazardous waste, toxic substance or related material, including any substance defined or treated as "hazardous waste," or "toxic substance" (or comparable term) in the Comprehensive Environment Response, Compensation and Liability Act (42 U.S.C.. Sec 1801, et seg.), the Resource Conservation and Recovery Act (42 U.S.C. Sec 6901, &I M.), the Toxic Substance Control Act 15 U.S.C. Sec. 2601, et seg. , and any rules or regulations promulgated pursuant to such statues or any other applicable Federal or State statute, rule, or regulation or local law, ordinance, rule, or regulation, as amended in each case.
18. "Job Order Contract (JOC)", is a competitively bid, firm fixed-price, indefinite-quantity contract for accomplishing repair, maintenance, construction and construction related services. Work is accomplished through the issuance of individual Work Orders against the Contract. Each Work Order issued under the Job Order Contract will be a firm fixed-priced order for accomplishing a specific detailed Scope of Work for a Project.
19. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement.
20. "Maximum Contract Value" means the ceiling of the Contract as defined in the Invitation to Bid - \$ 4,765,000.00 adjusted annually to reflect the percentage change in the California Consumer Price Index since January, 1998. The maximum value of Work Orders that the Contractor may receive under this Contract.
21. "Minimum Contract Value" means the minimum value of Work Orders that the Contractor has the opportunity to perform under this Contract as defined in the Invitation to Bid.
22. "Notice of Completion" is a form signed by the Project Manager and the Contractor recommending to the County that the work is complete and establishing the date of completion. The form is signed by the County and may be filed with the County Recorder.



23. "Non Pre-priced Tasks" means those units of Work that are not included in the Unit Price Book but that are within the general scope and intent of this Contract and may be negotiated into this Contract as needs arise. Such Work requirements shall be incorporated into and made a part of this Contract for the Work Order to which they pertain, and may be incorporated into the Unit Price Book, if determined appropriate by the County, at the price determined in this provision. Non Pre-priced Work requirements shall be separately identified and submitted in the Work Order Price Proposal.
24. "Normal Working Hours" means standard shifts between the hours of 7:00 AM to 11:00 PM. Monday through Saturday inclusive. Sundays, and County holidays are excluded.
25. "Notice-To-Proceed (NTP)" means written authorization from the County for the Contractor to commence activities to complete a Work Order.
26. "Premium Hours" means Work done between the hours of 11:00 PM to 6:00 AM weekdays and any times during Sunday, and County holidays. It also includes non-standard shifts.
27. "Plans" means the Detailed Scope of Work, task descriptions in the Unit Price Book, drawings, sketches, illustrations, specifications or other pertinent information included on or attached to the Work Order.
28. "Pre-priced Task" is a task described in, and for which a unit price is set forth in, the Unit Price Book.
29. "Project" means, collectively, the improvements to be constructed by the Contractor pursuant to a Work Order.
30. "Project Limit Lines" means the geographical boundaries of the Project, as more fully identified and described in any Work Order.
31. "Project Record Documents" are all documents the Contract requires the Contractor to provide to the County including but not limited to shop drawings, as-built documents, parts manuals, operation and maintenance manuals, blue line drawings and project manuals and or specifications.
32. "Work Order Proposal", as used herein is the Contractor's offer to do Work. It refers to the documents prepared by the Contractor quoting a firm fixed price to achieve a Detailed Scope of Work as requested by the County. The Work order Proposal consists of approved drawings, permits and submittals as necessary, a detailed Work Order Price Proposal comprised of appropriate line items and quantities from the Unit Price Book, supporting documentation for any Non Pre-priced items, a construction schedule, a list of subcontractors, and other documentation as may be required by the County prior to the issuance of a Work Order.
33. "Punch List Work" means a compilation of minor items that have not been completed in accordance with an individual Work Order and the Contract Documents.
34. "Request for Proposal (RFP)" means a written request to the Contractor to prepare a Proposal for the Detailed Scope of Work for a specific Work Order.
35. "Detailed Scope of Work", of this Contract shall be determined by individual Work Orders issued hereunder. The Detailed Scope of Work is the complete



description of services to be provided by the Contractor under an individual Work Order. The Detailed Scope of Work will include sufficient documentation for a given Project. Documentation may include a narrative description of the Work, partial design documents or full design documents depending on the complexity of the specific Project.

36. "Special Wastes" means those substances as defined in the California Environmental Protection Act.
37. "Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, suppliers and material men, whether or not in privity with Contractor.
38. "Supplemental Work Order" is a secondary Work Order developed after the initial Work Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Work Order Completion Time.
39. "Technical Specifications" are the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
40. "Unit Price" as used herein refers to the price published in the Unit Price Book for a specific task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the Labor, Equipment and Materials costs to accomplish that specific task.
41. "Work Order", is the written document issued by the County that indicates the construction to be accomplished by the Contractor under this Contract. The County will be responsible for the development of the Work Order as well as the supervision and acceptance of the Work contained within the Work Order. The County will review the Contractor's Work Order Proposal and if acceptable, shall issue a Work Order for the Work described therein. Each Work Order will include a Detailed Scope of Work, a Work Order Price from the Contractor to achieve that Detailed Scope of Work, a Work Order Completion Time and any special conditions that might apply to that specific Work Order, such as Liquidated Damages. A project may consist of one or more Work Orders.
42. "Work Order Completion Time" is the time within which the Contractor must complete the Detailed Scope of Work.
43. "Work Order Price" is the value of the approved Work Order Price Proposal and the amount the Contractor will be paid for completing a Work Order.
44. "Work Order Price Proposal" is a price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
45. "Work" means the furnishing by Contractor and/or Subcontractor of all labor, materials, equipment, services and other incidentals necessary or convenient to the completion of an individual Work Order.
46. "Joint Scope Meeting" is a set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated



Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents

B. Contract Interpretation

Any headings of this Contract are for convenience of reference only and do not define or limit the provisions thereof. In this Contract, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this agreement refer to this Contract; all provision references, unless otherwise expressly indicated, are to provisions of this Contract; words importing persons shall include firms, associations, partnerships, trusts, corporations, joint ventures and other legal entities, including public bodies, as well as natural persons. Words of any gender shall be deemed and construed to include correlative words of other genders. Words importing the singular number shall include the plural and vice versa, unless the context otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Contract.

In the event of conflicting provisions within the Job Order Contract, the following order of precedence with item "1" representing the highest precedence, for resolution of the conflict shall apply:

1. Addenda (later takes precedence over earlier)
2. Project Manual (IFB /RFP)
3. Work Orders (Including Detailed Scopes of Work and Requests for Proposals)
4. Supplemental Technical Specifications
5. Technical Specifications
6. The Unit Price Book

C. Severability

If any provisions of this Contract shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or provisions contained in this Contract shall not affect the remaining portions of this Contract or any part thereof.

D. Interpretation

1. The intent of the plans and specifications is to describe the Work that the Contractor will undertake to fulfill the requirements of the Contract. The Contractor shall perform all Work as provided in the Contract and such additional, extra, collateral and incidental Work as required and necessary to complete the Work in accordance with the Contract Documents. The Contractor shall furnish all required materials, equipment, tools, labor, temporary light and power, shop plans, working drawings and incidentals.
2. The specifications (plans, if applicable) are not intended to cover every detail of materials, parts, or construction. The Contractor shall furnish all materials, parts and labor necessary to fully complete the entire Work, whether or not said details are particularly shown or specified, all at no additional cost to the



County.

3. Wherever the imperative form of address is used, such as "perform the excavating", "provide equipment required", "remove obstructions encountered", "furnish and install reinforcing steel bars, etc.", it shall be understood and agreed that such address is directed to the Contractor.
4. "Provide" as used in these specifications means furnish and install.
5. Unless a contrary meaning is specifically noted elsewhere, words "as required," "as directed", "as permitted", and similar words mean that requirements, directions of, and permission of the County are intended; similarly the words "approved", "acceptable", "satisfactory", or words of like import, shall mean "approved by", "acceptable to", or "satisfactory to" the County. Words "necessary", "proper", or words of like import as used with respect to extent, conduct or character of Work specified shall mean that Work must be conducted in a manner, or be of character that is "necessary" or "proper" in the opinion of the County. The Project Manager's judgment in such matters shall be considered final and incontestable by the Contractor.
6. Wherever the words "approved", "reasonable", "suitable", "acceptable", "properly", "satisfactory", or words of like effect and import are used, they shall mean, unless otherwise particularly herein specified, approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the County.
7. The Contractor shall be held liable by the County for the performance of all the Work provided for under the Contract and under each Work Order. The Contract makes no attempt to fix the scope of Work of the subcontractors or the responsibility of any such subcontractors, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the subcontractors. Any disputes which may arise in this connection between the Contractor and any Subcontractor must be settled between the parties concerned. The County will not undertake or be in any way responsible for the settlement of such disputes.
8. Before the Contractor physically begins Work on a specific Work Order, it shall check any plans, any submittals and the RFP and any other documentation provided by the County. Should any errors, discrepancies or omissions be found in such items or any discrepancy found between such items and the physical conditions at the Work Order Site or in any subsequent plans or submittals that may be provided, the Contractor shall notify the County in writing, immediately. Any Work done after such discovery, unless authorized by the County, will be done at the Contractor's expense. The Contractor will not be allowed to take advantage of any error, omission or discrepancy contained in any such documentation or other Contract Documents.

E. Rules

1. The Work under this Contract has not been completely segregated into divisions of Work to be performed by any trade or Subcontractor. The Contractor shall be responsible for all segregation of Work between the trade or craft jurisdictional limits.
2. The Contractor will be furnished additional copies of the plans and specifications at the cost of reproduction. Specifications by organizations other than the County to which reference is made in the County's specifications shall be obtained by the Contractor at his expense.
3. The Contractor shall keep on hand at the Work site, for reference, a complete set of specifications for the Work, a complete set of all plans of the Work, copies of all plans furnished by the Contractor, all additional and revised plans



furnished by the County and all orders issued to the Contractor by the County that relate to the Work.

F. Job Order Contract

The Contract Documents, and the exhibits attached to them and incorporated thereby, shall constitute the entire agreement between the parties and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations, shall be implied or impressed upon this Contract that are not expressly addressed herein and therein. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.

II. PROJECT ORGANIZATION

A. Owner

1. The Owner on each Work Order Project shall be the Agency defined in each individual Work Order, which shall be either the County or a governmental unit authorized to participate in this Contract pursuant to an intergovernmental agreement.
2. Personal Liability of Public Officials: In carrying out any of the provisions of this Contract or in exercising any power or authority granted to them thereby, there shall be no liability upon members of the County Board of Supervisors, the Project Manager, the County of Ventura, any elected or appointed official of any governmental unit, or the authorized representatives of any of them, or any other employee of the County or governmental unit, either personally or as officials of the County, it being understood that in such matters they act as agent and representative of their respective Agencies.

B. County Project Manager

The County Project Manager is the person whom the County has chosen to oversee the construction Projects at the County's facilities.

C. Designer

If a Designer is retained by the County, the Contractor will be notified in writing.

D. Contractor

1. Contractor's Responsibility for Work:
 - a) The Work shall be under the charge and care of the Contractor until final acceptance by the County, including all "Punch List" Work, unless otherwise specified in the Contract Documents. The Contractor shall assume all responsibility for injury or damage to the Work by action of the elements and fire or from any other causes whatsoever, whether arising from the execution, or from the non-execution, of the Work. The Contractor shall rebuild, repair, restore and make good, at his expense, all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and final completion.
 - b) When the County furnishes equipment or materials to the Contractor for his use or inclusion in the Work, the Contractor's responsibility for all such equipment and materials shall be the same as for materials furnished by the Contractor.



- c) The Work will not be considered as completed and accepted until a written notice from the County, confirming the final completion and acceptance of all Work, including "Punch List" Work, has been received by the Contractor.

2. Work by Contractor's Organization:

The Contractor shall require each Subcontractor to familiarize himself with all provisions of the Contract that may affect his Work.

E. Construction Manager

The County may retain during the Project, Consultants who may provide construction management services as the County's representative on various Project matters. The County shall advise the Contractor of the names and duties of such Consultants.

III. PROPERTY

A. Ownership of Drawings

All drawings, specifications and copies thereof furnished by the County are the property of the County. They are not to be used on other Work and, with the exception of signed Contract set, are to be returned to the County at completion of Work.

B. Right of Entry

1. The Contractor, and any of its officers, employees, agents, and Subcontractors, shall be permitted to enter upon any part of the Project site owned by the County in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules established by the County. The Contractor shall provide advance notice to the County of any such intended entry. Consent to enter upon all or any part of the Project given by the County shall not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the County.
2. The Contractor shall use, and shall cause each of its officers, employees, agents, and Subcontractors, to use the highest degree of care when entering upon property owned by the County in connection with the Work. In the case of any property owned by the County, or property owned by and leased from the County, Contractor shall comply and shall cause each of its officers, employees, agents, and Subcontractors, to comply with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including reasonable attorneys' fees, arising from, by reason of, or in connection with any such entry shall be treated in accordance with the applicable terms and conditions of this Contract, including without limitation the indemnification provisions contained in this Contract.
3. Damage to County Property: If the Contractor causes damage to County property, the Contractor must at the option of the County either 1) pay the cost of repair of the damage or 2) repair or replace the property. The County shall have the right to a set off against the payments to the Contractor for the cost of repairs.
4. If, during the course of performing any Work Orders under this contract, the Contractor is required to work during other than normal working hours inside any County buildings, the Contractor shall arrange via the County Project Manager for the County's security service to secure the buildings and act as escort for the Contractor's personnel. This cost shall be borne directly by the



Client Agency.

C. Information Provided By The County

The County may provide surveys, soil borings, geotechnical information, data, or plans generally describing the unimproved land or existing structures at the site to the Contractor. Such information is not warranted by the County to be accurate. The Contractor shall not be entitled to rely on it. When the County provides such information and it appears on Contract Documents prepared by the Designer, the Contractor acknowledges that the Designer and County have not verified such information.

Site plans prepared by a Designer are based on surveys performed by the County's Consultants which have not been verified by the County and the Designer. Site plans do not constitute any representation by the Designer and County to the Contractor of site boundaries or characteristics.

D. Site Conditions

1. If conditions are encountered at the site which are:
 - a) Subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, and or,
 - b) Unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognize as inherent in construction activities of the character provided for in the Contract Documents, including unanticipated Hazardous Materials, then written notice by the Contractor shall be given to the County within twenty four hours (24) of discovery and before such conditions are disturbed.
2. If the conditions differ materially from those indicated in the Contract Documents and could not have been known to the Contractor at the time the Agreement was executed, and cause a material increase or decrease in the Contractor's cost of, or time required for, the performance of any part of the Work, an equitable adjustment in the amount of the Work Order or Contract Time or both, will be made.

E. Permits and Licenses

1. Wherever the Work requires the obtaining of permits from the County or other public authorities, the Contractor shall furnish triplicate copies of such permits to the County hereunder before the Work covered thereby is started. NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.
2. Building Permits and Inspections:
 - a) Contractor shall obtain building permits from Ventura County Building and Safety and submit a copy to the Project Manager prior to starting work on-site.
 - b) To obtain a permit, the Contractor must report to the Building and Safety counter in the Hall of Administration during normal hours and, as a minimum, provide a copy of Purchase Order awarding the contract, facility identification and street address, proof of current Workmen's Compensation insurance, proof of current California Contractor's License, and plan check documentation (obtain from Project Manager).



- c) Post the permit on the work site. Reach agreement on specific interim inspections to be called for by Contractor when obtaining the permit.
- d) Contractor shall call for all designated interim inspections and shall obtain sign-off as satisfactory on the original permit form at the site before proceeding with the next phase of work.
- e) Contractor shall request final Building and Safety inspection and shall provide the original permit signed off by the Building and Safety inspector as satisfactorily completed to the Project Manager no later than the Agency's final inspection for each bid schedule.
- f) Contractor's on-site supervisor shall meet and accompany the Building and Safety Inspector for each inspection. Contractor shall make such specific arrangements when calling for each required inspection.
- g) The Building and Safety Department is a regulatory agency with jurisdiction over the work and functions entirely independent of the Agency as contracting authority. Requirements established by Building and Safety take precedence. Contractor shall promptly notify Project Manager of any such requirements that conflict with the contract plans and specifications.
- h) Failure of the Contractor to call for designated inspections, obtain satisfactory sign-off, or to comply with requirements directed by Building and Safety shall constitute contract non-compliance and non-performance. Remedy shall be as determined by Building and Safety as cognizant regulatory agency and as additionally determined by the Agency.
- i) The work is subject to inspection and approval of the Project Manager. The Contractor shall notify the Project Manager before noon of the working day before inspection is required. Unless otherwise authorized, work shall be done only in the presence of the Project Manager or an authorized representative. Any work done without proper inspection will be subject to rejection. The Project Manager and any authorized representatives shall at all times have access to the work during its construction at shops and yards as well as the project site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these specifications. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract.
- j) The Contractor shall arrange for code compliance inspections by all agencies issuing permits for the work. The work shall not continue beyond mandatory inspection points without clearance from the controlling agency. Each agency involved shall be notified in accordance with the code they enforce or in accordance with their standard operating procedures. No extensions of time will be granted for delays occasioned by such inspections except where, through no fault of the Contractor, the inspection is delayed more than one day beyond normal response time after proper notification has been given.
- k) It shall be the Contractor's responsibility to see that any required inspection record card is signed off before proceeding with the next phase of the work and completely signed off on completion of the



work.

- I) Unless otherwise specified, inspection is required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations. Steel pipe in sizes less than 18 inches, vitrified clay, asbestos-cement and cast iron pipe in all sizes are acceptable upon certification as to compliance with the specifications, subject to sampling and testing by the Agency. Standard items of equipment such as electric motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the source, normally only for performance testing. The Special Provisions may specify inspection at the source for other items not typical of those listed in this subsection
3. The Contractor is advised to contact the appropriate building, fire and other public authorities having jurisdiction at a Work Order Site(s) to determine applicable requirements, prior to submitting a Work Order Proposal. The Contractor shall be responsible to ascertain that the design and construction is in accordance with all applicable laws, statutes, ordinances, building codes, rules and regulations.
4. Incidental to the Work Order, the Contractor will be responsible for all fees and costs incurred in connection with obtaining permits. However, the Contractor shall be reimbursed by the County for the actual cost of the permit or inspection fee(s). The Contractor shall include the actual costs, with no additional allowance for overhead and profit, as a Non Pre-priced item in each Work Order Price Proposal.
5. Permits and Fees: The special use of or removal, alteration or replacement of certain County owned facilities and appurtenances such as traffic signs, trees, sewers, hydrants, bridges and viaducts which will be required as a consequence of the Contractor's Work shall be subject to the applicable County Ordinances. It shall be the Contractor's responsibility to obtain all the necessary permits and pay the associated fees, if any. The Contractor shall furnish copies of such permits to the County before the Work covered is started. NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED. No payment will be made for Work performed without the required permits unless authorized by the County. Information with regard to the above may be obtained by contacting the appropriate County departments.
6. Water System Work: If the Contractor desires to use water from hydrants, the Contractor shall make application to the proper authorities, and shall conform to the applicable municipal ordinances, rules or regulations concerning their use.
7. Sewer System Work: The construction, repair, adjustment or cleaning of any subsurface structure designed to collect or transport storm and/or sanitary wastewater, either in private property or in the public way may require a permit issued by the appropriate municipality or other local jurisdiction.
8. Storm Water Management: The Contractor shall comply with all applicable requirements of the County department responsible for storm water management.
9. Traffic and Parking Sign Removal and Replacement: When sign removal and replacement is not included in the Detailed Scope of Work, the County will



remove and reinstall any sign as may be required, however, the Contractor will be responsible for all fees relative to the removal and replacement of all of the County's traffic and parking signs. The Contractor must advise the appropriate jurisdictions, in writing, of the location of each sign to be removed by specifying its distance from the property line of the nearest cross street. Each sign legend should also be stated. This information must be provided at least fourteen (14) days prior to removal. The Contractor should also advise the appropriate jurisdictions, in writing, of when signs may be reinstalled as soon as this date is known.

10. Traffic Control: If work within the public right of way is required, the Contractor shall prepare all plans and documentation required for permitting all traffic control. These plans and documentation shall be submitted to the Project Manager with all other required items with the proposals for the Work Order.

F. Ownership of Property

The County shall be and become the owner of each of the improvements upon the Final Completion of the Work, as defined herein, on the respective improvements.

G. Protection and Preservation of Aboriginal Records and Antiquities

The Contractor shall take reasonable precautions to avoid disturbing aboriginal records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of the County. When such objects are uncovered unexpectedly, the Contractor shall notify the County of their presence and shall not disturb them until written permission to do so is granted.

IV. SCOPE OF WORK AND PROCEDURE FOR ORDERING WORK

A. Scope of Work

1. This is an indefinite-quantity Contract for construction work, supplies or services specified, and effective for the period stated in these General Conditions.
2. The Contractor will be required to Work at any of the County's facilities. The County makes no commitment as to the award of individual Work Orders. All costs associated with preparing proposals shall be the responsibility of the Contractor.
3. Work or performance shall be made only as authorized by Work Orders issued in accordance with Provision IV D. of these General Conditions, the "Procedures for Ordering Work". The Contractor shall furnish to the County, the supplies or services specified in the Work Orders up to and including the maximum value of the Contract.
4. The Scope of Work of this Contract shall be determined by individual Work Orders issued hereunder. The Contractor shall provide all pricing, management, design drawings, shop drawings, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the Work Order. The Contractor shall provide quality assurance as specified in strict accordance with the Contract. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.
5. The Work shall be conducted by the Contractor in strict accordance with the Contract and all applicable laws, regulations, codes, or directives including Federal, State of California and the local Agencies.



6. Contractor shall maintain accurate and complete records, files and libraries of documents to include Federal, State, and local regulations, codes, applicable laws listed herein, and manufacturers' instructions and recommendations, which are necessary and related to the Work to be performed.
7. Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.
8. All Work will be ordered and funded when needed in accordance with the procedures contained in the Contract Documents.
9. All Work will be controlled and monitored by the County or designated County Project Manager.
10. At the Contractor's expense, the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the Work required by the Contract or required to pull permits shall be accomplished or reviewed and approved by architects or engineers registered in the State of California to practice in the particular professional field involved.

B. Non Pre-priced Work

In addition to the Work unit requirements in the Job Order Contract Unit Price Book and Technical Specifications, the County may, from time to time, require Non Pre-priced Tasks. The price for such tasks shall be established in accordance with the procedures for ordering Work contained in this Contract. These Non Pre-priced Tasks will be incorporated in individual Work Orders and the Contractor shall accomplish those requirements with the same diligence as those Work units incorporated in this Contract in the Unit Price Book and Technical Specifications.

C. Reference Documents

The following documents and standards shall be used in the execution of Work under the Contract. Each Work Order shall state the applicability of those documents and standards to the Work Order.

D. Procedures For Ordering Work

1. As the need exists for performance by the Contractor under the terms of this Contract, the County will notify the Contractor of the construction Work and provide written notification. This notification shall be in the form of an Invitation to Joint Scope Meeting.
2. Upon receipt of this notification, the Contractor shall respond within one working day by:
 - a) Establishing verbal contact with the County or the County Project Manager to further define the scope of the requirement, and
 - b) Visiting the proposed Work site in the company of the County Project Manager, and participating in the conduct of a Joint Scope Meeting which will include discussion and establishment of the following:
 - (1) Project number and title
 - (2) Existing site conditions, access and protocol for admission
 - (3) Methods and alternatives for accomplishing Work and value engineering
 - (4) Definition and refinement of requirements



- (5) Schedule for preparing Work Order Proposal and due date
 - (6) General Scope of Work
 - (7) Requirements for professional services, specifications, design drawings, sketches, shop drawings, catalog cuts, technical data, samples, etc.
 - (8) Tentative construction schedule including duration
 - (9) Preliminary quantity estimates
 - (10) Hours of operation
 - (11) Staging area
 - (12) Presence of hazardous materials
 - (13) Liquidated damages
3. Upon completion of the joint scope meeting, the County will issue a Request for Proposal (RFP) that requires that the Contractor prepare a Work Order Proposal for the Work under consideration.
4. The Contractor will prepare the Work Order Price Proposal in accordance with the following:
- a) Pre-priced Work requirements. Pre-priced Work requirements will identify the type and number of Work units required from the Unit Price Book. The price per unit set forth in the Unit Price Book shall serve as the base price for the purpose of the operation of this provision. The Contractor's Work Order Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the Work units proposed are reasonable for the tasks to be performed. Documentation to be submitted with the Work Order Price Proposal shall include, but not be limited to, design drawings, calculations, catalog cuts, specifications, and architectural renderings, Subcontractor list, and construction schedule.
 - b) The Contractor's Work Order Proposal shall include, at a minimum the Work Order Price Proposal, required drawings or sketches, the list of anticipated Subcontractors and Materialmen, the construction schedule and any other requested documents.
 - c) The Work Order Price shall be the value of the approved Work Order Price Proposal.
 - d) Where feasible and possible the Contractor shall use assemblies to complete the work requirements and only use components to complete the work when no assemblies exist to accomplish the task required.
 - e) Where there are two or more items to accomplish a requirement, the Contractor shall use the least expensive item where possible if that item accomplishes the task required.
 - f) The value of the Work Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
 - g) Non Pre-priced Tasks: A Non Pre-priced Task is a task that is not set forth in the Unit Price Book. Non Pre-priced Tasks shall be separately identified and submitted in the Work Order Price Proposal. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - i) Complete specifications and technical data, including work unit



- content, technical data, support drawings, work task, schedule requirements, cost data, quality control and inspection requirements.
- ii) Costing data, submitted in support of Non Pre-priced Tasks shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by the County, costing data will be submitted demonstrating that the Contractor sought and received three quotes. The Contractor shall provide an installed unit price (or demolition price if appropriate) that shall include all costs required to accomplish the Non Pre-priced Task. To the extent possible the Contractor shall use Pre-priced Tasks for labor and equipment from the Unit Price Book. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
 - iii) The final price submitted for Non Pre-priced Tasks shall be according to the following formula: Direct Material Costs (supported by 3 quotes)
 - iv) The extended price for the Non Pre-priced Task will be determined by multiplying the unit price by the quantity required. The total price offered in the Proposal will be determined by multiplying the extended price by an adjustment factor of 1.0000.
 - v) After using a Non Pre-priced item on three separate Work Orders, at the discretion of the County, the Unit Price for the work item may become fixed as a permanent Pre-priced item that will no longer require price justification.
 - h) The Contractor's Work Order Proposal must be submitted within the schedule agreed upon at the Joint Scope Meeting or agreed to by the County in writing. This schedule for the Work Order Proposal will be stated on the RFP. The time allowed for preparation of the Contractor's Work Order Proposal will depend on the complexity and urgency of the Work Order.
 - i) The County reserves the right to reject a Contractor Work Order Proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The County also reserves the right to not award a Work Order if that is determined to be in the best interests of the County or the proposed cost exceeds the County's estimate. The County may perform such work by other means. In these instances, the Contractor has no right of claim to recoup any costs arising out of or related to the development of the Work Order including but not limited to the costs to attend the Joint Scope Meeting, review of the Detailed Scope of Work, prepare a Work Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Work Order Proposal with the County. The County may pursue continuing valid requirements where agreement was not reached with the Contractor



- by other means.
- j) By submitting a signed Work Order Proposal to the County, the Contractor is agreeing to accomplish the Detailed Scope of Work included in the RFP for that particular Work Order at the lump sum price submitted. It is the Contractor's responsibility to include the necessary scope items and quantities including necessary Pre-priced Tasks and Non Pre-priced tasks and quantities in the Work Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to submitting it to the County.
 - k) Each Work Order issued to the Contractor shall reference the Detailed Scope of Work and set forth the Work Order Price and Work Order Completion Time that shall dictate the obligations of the Contractor. The Work Order Proposal does not govern the obligations of the Contractor or define the Detailed Scope of Work. The Work Order shall state the fixed price of performance, the performance schedule, and shall cite the funds allotted for payment of the Work ordered. All clauses of this Contract shall be applicable to any Work Orders issued under this clause. Work Orders will be written on an appropriate form. The Work Order, which must be signed by a duly authorized agent, constitutes the County's acceptance of the Contractor's Work Order Proposal. A signed copy will be provided to the Contractor.
 - l) If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Work Order Proposal, the request must be submitted so that the submittal of the Work Order Proposal is not delayed.
 - m) The County reserves the right to review the payment request against the approved Work Order Proposal. If the Contractor included items in the approved Proposal that are not incorporated into the construction of the Project, the County may adjust the payment due the Contractor. The amount adjusted will be the amount listed in the approved Proposal but not installed. Anytime during the performance of the work, the County determines the Contractor has not installed the work as stated in the Proposal, the County will inform the Contractor that the Work Order price will be altered.
5. The County will evaluate the entire Work Order Price Proposal and compare these with the County's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
6. The Contractor may choose the means and methods of construction; subject however, to the County's right to reject any means and methods proposed by the Contractor that:
- a) Will constitute or create a hazard to the work, or to persons or property;
 - b) Will not produce finished Work in accordance with the terms of the Contract; or
 - c) Unnecessarily increases the price of the Work Order when alternative means and methods are available.



7. Whenever because of trade jurisdiction rules or small quantities, the cost of a minor task in the Work Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Owner may permit the Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.
8. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work.
9. The County, without invalidating the Work Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Work Order.
10. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Work Order Price Proposal.

E. Notice to Proceed

1. The Contractor shall not mobilize for the job and shall not start any work on-site until receipt of a written NTP from the Agency. Prior to mobilization on site, the Project Manager will direct Contractor to proceed with design of specified systems. Permitting of designed systems must be complete prior to mobilization on site. The NTP will normally stipulate a specific date for start of work on site determined by Project Manager considering Contractor's approved schedule and work plan submittal, contract requirements, Contractor's projected product receipt dates, and any necessary schedule coordination for other contracts affecting the work.
2. Normally, such NTP will follow receipt and approval of all submittals per Article IV and issuance of the Purchase Order by the Procurement Department. Agency may elect to further delay issuance of the NTP to accommodate Agency operations at the facility, to conduct the Pre-Construction Conference, to provide proper notice to occupants of the facility, or for other reasons impacting the work.
3. Contractor shall promptly advise Project Manager and shall propose start date adjustment accordingly if delivery dates or the status of his preparations subsequently change.
4. Agency will consider Contractor's project schedule/work plan proposing a start date prior to Contractor's receipt of all materials and equipment for the work only if:
5. Significant preparation work can be completed prior to Contractor receipt of such longer lead time products.
6. Contractors work plan and schedule avoids an interim jobsite shut down awaiting materials.
7. Contractor's Vendor provides written confirmation of delivery date for products on critical path of Contractor's project schedule.
8. The Project Manager may require certificates of compliance with the specifications for materials or manufactured items produced outside of the job



site. Such certificates will not relieve the Contractor from the requirements of providing material and manufactured items complying with the specifications even though they have been incorporated into the job.

9. In the event that "immediate emergency response" is necessary the County may elect to use an alternative procedure for such type of Work Orders as long as the alternative procedure is not substantially more burdensome to the Contractor than the procedure described in this section. In these situations the Work Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or the Contractor may be directed to begin work immediately with the paperwork to follow. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Work Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

F. Measurements to be Verified

Before ordering any material or doing any Work, the Contractor shall verify all measurements at the site of a specific Work Order, and shall be responsible for the correctness of the measurements. No extra charge or compensation will be allowed based on the difference between actual dimensions and the measurements indicated in the RFP.

G. Caution to Contractors

The Contractor is cautioned in regard to Work Order Proposals to be issued hereunder that when the word approximate is used in conjunction with measurements, quantities, dimensions, etc., it is the Contractors' responsibility to verify any and all such items prior to submission of the Work Order Proposal. Contractors are also cautioned that any Work Order awarded is for all services or Work, as necessary, to repair, and construct the facilities covered by the Contract in accordance with all Contract terms and conditions. It shall also be the duty and responsibility of the Contractor to manage and conduct the required Work in the most effective and efficient manner possible and meet or exceed minimum critical rates or standards.

In addition the Contractor is cautioned that no claims for additional monies will be entertained, when such claim is based upon a contention the Contract fails to mention a specific item or component of facility covered by Contract and the Work is required in the normal course of operations. For example, surfaced area repair statements may not mention culverts. However, culverts are a normal component of roads, streets, or erosion controls and are shown on plots or maps provided. As culverts are a normal component of the system, the Contractor shall be responsible for providing all necessary repair, or replacement Work or service.

H. Changes in the Work

1. The County, without invalidating the Work Order, may order changes in the Work by altering, adding to or deducting from the Detailed Scope of Work, of the original Work Order. All such work shall be executed under the conditions of the original Work Order and a Supplemental Work Order shall be issued.
2. No changes shall be made unless in pursuance of a written Supplemental Work Order from the County stating that the County has authorized the extra work or change, and no claim for an addition to the Work Order amount shall be valid unless so ordered. For the County, all said written Work Orders must be signed or countersigned by the Project Manager.



I. Pre-Construction Conference

Before the issuance of the first Work Order under this Contract, a conference will be conducted by the County to acquaint the Contractor with County policies and procedures that are to be observed during the prosecution of the Work and to develop mutual understanding relative to the administration of the Contract.

J. Computer Requirements

The Contractor will be required to have a personal computer system with high speed Internet access and personnel proficient in basic computer operations capable of operating JOC software furnished by the County. The Contractor shall maintain individual email accounts for each of its project managers.

K. County Furnished Software

The County will provide one seat license for each Contractor awarded a contract. If a Contractor is awarded more than one contract the County will provide only one seat license. If a Contractor wishes to have more than one seat license, the Contractor may purchase additional licenses through the County's consultant, JAMB Services. The Provider of the software and the UPB is 4BT. The cost of additional seat licenses is \$3,800.00 per license per year.

The Contractor must agree to the 4BT software license, a copy of which is attached.

V. SUBLETTING, SUBCONTRACTING & ASSIGNMENT

A. Subcontracting

1. This Contract shall not be assigned or any part of the same subcontracted without the written consent of the County, but in case such consent is provided, such consent does not relieve the Contractor from his obligations, or change the terms of the Contract.
2. Contractor shall require that Subcontractors communicate with the County only through the Contractor. No agreement shall exist between Subcontractors and the County.

B. Assignment

The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the written approval of the Project Manager having first been obtained. The transfer or assignment of any Contract funds either in whole or in part, or any interest therein, which shall be due or to become due to the Contractor, without consent of the Project Manager is void so far as the County is concerned.

C. Subcontractors

1. Execution of Subcontracts:
 - a) General Contractor shall be responsible for the coordination of all the subcontractors and the respected design and permitting of each trade. Field and design conflicts shall be brought to the attention of the Project Manager for his information only, and resolved promptly by the General Contractor at no additional charge to the County.
 - b) Subcontractors shall be considered employees of the Contractor, and the Contractor shall be responsible for their work.



- c) The Contractor shall incorporate into all subcontracts, and the subcontractor shall incorporate into all lower tier subcontracts, all of the terms, conditions and specifications that are part of the contract between the Contractor and the Agency.
 - d) The Contractor is responsible for properly performing and completing all work required by the contract whether or not he employs subcontractors for certain portions of the Work. He shall coordinate the sequence and timing of his efforts and that of his subcontractors to insure the proper and timely completion of the Work.
 - e) Where a specialty Contractor's license is required by statute or by the specifications in order to perform certain portions of the Work, the Contractor may perform such portion with his own forces if he holds the proper license. Otherwise, he shall employ a properly licensed subcontractor to perform that portion of the Work. Such requirement to employ a subcontractor does not modify other requirements listed above.
 - f) The Contractor shall provide with each final Work Order Proposal a list of proposed Subcontractors, type of Work, and proposed value of Work. This list shall be provided on a form provided by the County.
 - g) The Contractor shall not commit to or finalize subcontracts with any Subcontractors until approval by the County and receipt of a signed Work Order.
 - h) Prior to receipt of a signed Work Order, any change in the list of Subcontractors must be approved in accordance with the Contract's provision entitled, "Procedures for Changing Listed Subcontractors".
 - i) Upon receipt of a signed Work Order, the Contractor shall immediately enter into each subcontract at no less than the amount listed on the list of Subcontractors, and thereafter shall neither terminate any such subcontract nor reduce the scope of the Work to be performed by, or decrease the price to be paid to the Subcontractor thereunder without in each instance the prior written approval of the County. All subcontracted work and agreements with all subcontractors shall be in accordance with the Public Contract Code.
2. Procedure for Changing Listed Subcontractors:
- A listed Subcontractor may be changed only upon written approval of the County. The request to change shall state reasons for the request with a release from the listed Subcontractor attached thereto pursuant to the Public Contracts Code chapter 4 sections 4100 et al.
3. Disapproval of Subcontracts:
- In the event that the County does not approve one or more proposed subcontractors, the Contractor shall remain responsible for performing the work with subcontractors acceptable to the County without any adjustment to the Work Order Amount.

D. County's Assignment Rights

The County expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of Contractor.

VI. QUALITY OF WORKMANSHIP, EQUIPMENT AND MATERIALS



A. Standards of Performance

The Contractor shall perform, or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill, care, and diligence normally exercised by experienced contractors performing Work in Projects of a scope and magnitude comparable to the Project. The Contractor shall use its best efforts to assure timely and satisfactory completion of the Work. The Contractor shall at all times act in the best interests of the County. The Contractor shall perform, or cause to be performed, all Work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the County.

B. Correction of Work

1. The Contractor when directed in writing by County shall promptly perform, correct or remove all Work identified to be defective or as failing to conform to the standards set forth in Provision VI. A. above, or the Contract Documents, whether observed before or after Substantial Completion of the Contractor's Work and whether or not fabricated, installed or complete. The Contractor shall bear all costs of correcting such defective or non-conforming Work, including costs associated with removing and reinstalling any non-conforming Work and compensation for any additional services made necessary thereby.
2. Work done without lines and grades or beyond the lines shown on the drawings or as given, or any extra Work done without authority of the County will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for. Work so done shall be removed or replaced and those areas restored at the Contractor's expense.
3. Neither the final certificate of Project completion, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for non-conforming Work, faulty materials, equipment or workmanship and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other Work resulting therefrom. The County shall give written notice of such observed defects with reasonable promptness.

C. County Right to Correct Defective Work

If the Contractor does not proceed with the performance, correction or removal of such defective or non-conforming Work after written notice from the County and within the time period designated, the County may correct or remove it and may store the materials or equipment at the expense of the Contractor, then complete the corrective Work. If the Contractor does not pay the cost incurred for such removal and storage within ten (10) days thereafter, the County may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the County's additional services made necessary thereby. If such proceeds of sale do not cover all costs the Contractor should have borne for removal and correction of the Work, the difference shall be charged to the Contractor and an appropriate Supplemental Work Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County or the County may deduct the amount from funds due to the Contractor.

D. Failure To Proceed With Directed Work

In case of failure on the part of the Contractor to execute Work ordered in writing by the County, the County may, at the expiration of a period of 48 hours, request the Project Manager to give notice in writing to the Contractor, and proceed to execute



such Work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under this Contract.

E. Guarantees

1. All Work furnished under this Contract shall be guaranteed against defective materials and workmanship, improper performance and non-compliance with the Contract Documents for a period of one year after Final Completion of the Project, except as otherwise specifically specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.
2. During the guarantee period, the Contractor shall repair and replace at his own expense, when so ordered by the Project Manager or the County, all Work that may develop defects whether these defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material that is repaired or replaced shall have the guarantee period extended for a period of one year from the date of the last repair or replacement.
3. The Contractor shall also guarantee the following items for the length of time noted:
 - a) Roofs 10 years
 - b) Waterproofing 10 years
 - c) Sealants 10 years
 - d) Electrical switch gear 3 years
 - e) The Contractor shall also notify the County of any additional extended warranties available from the manufacturers of items supplied under this Contract.

F. Materials

1. Quality of Materials:
 - a) Unless otherwise specified in the Contract Documents, all materials incorporated into the Project shall be new and shall be incorporated in such manner as to produce completed construction which is in conformance with the Contract Documents and acceptable in every detail to the County. Only materials that conform to the requirements of these specifications shall be incorporated in the Work.
 - b) In the absence of a definite specification, materials shall be the best of their respective kinds with properties best suited to the Work required. Inspection of materials shall be as specified in Article XII "Testing and Inspection". All materials, parts, and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. Workmanship shall be in accordance with the generally accepted standards. Materials and workmanship shall be subject to the Agency's approval.
2. Substitution of Materials:
 - a) The investigation, review and approval of substitute materials requires a minimum of 30 calendar days beyond that required for specified items. The Contractor agrees that no request for a time extension or a claim for a delay or disruption will be allowed whether or not the



substitution is granted.

- b) Approval by the County of a substitution of materials must be given pursuant to a Contract modification as required in Article VI. Section F.2., "Substitution of Materials".

G. Testing Laboratory Labels

1. All equipment containing electrical wiring shall be approved by one or more of the testing laboratories listed below before submission of shop drawings and before installation.
2. All items of equipment furnished and installed or assembled by the Contractor under this Contract shall be approved and labeled by one of the following testing laboratories:
 - a) Underwriters' Laboratories (U. L.)
 - b) Canadian Standards Association (C.S.A.)
 - c) Electrical Testing Laboratory of New York (E.T.L.)
3. Any unit comprised of a number of components assembled at the factory and considered custom made shall have a (U. L., C.S.A., or E.T.L.) label for the entire unit as well as for each component.
4. All costs in obtaining a testing laboratory label shall be paid for by the Contractor with no additional charge to the County.
5. Contractor shall not be entitled to an extension of the Contract Completion Date as a result of any manufacturer delay in obtaining the required testing laboratory labels and County approval.

H. Materials, Inspection and Responsibility

1. The County, by its engineering agencies or agents, shall have the right to inspect any material to be used in carrying out this Contract.
2. The County does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract.
3. The Contractor shall be responsible for the quality of all materials, components or completed Work until final acceptance by the County.
4. Materials, components or completed Work not complying herewith may be rejected by the County and shall be replaced by the Contractor at no cost to the County.
5. Any materials or components rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor promptly following receipt of notice that such materials or components have been rejected.

VII. PERSONNEL

A. General

The Contractor shall, immediately upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Work. Contractor shall include among its staff such Key Personnel and positions as



identified below.

B. Key Personnel

1. The Contractor shall, within fourteen (14) days of award of the Contract, submit a Project staff organizational chart that includes the names and resumes of employees in key positions who will work on this Contract. All employees in key positions must be approved by the County.
2. If any key personnel furnished by the Contractor for the Project in accordance with the key personnel provisions of this section should be unable to continue in the performance of assigned duties for reasons due to death, disability or termination, the Contractor shall promptly notify the County explaining the circumstances. Changes in assignment of key personnel due to commitments not related to this Contract are prohibited without County approval.
3. On request by the County, the Contractor shall furnish to the County within seven (7) working days the name of the person substituting for the individual unable to continue, together with any information the County may require to judge the experience and competence of the substitute person. Upon approval by the County, such substitute person shall be assigned to this Contract and if the County rejects the substitute, the Contractor shall have seven (7) days thereafter to submit a second substitute person. Such process shall be repeated for a reasonable period until a proposed replacement has been approved by the County.
4. In the event that, in the opinion of the County, the performance of personnel of the Contractor assigned to this Contract is at an unacceptable level, such personnel shall cease to be assigned to this Contract and shall return to the Contractor, and the Contractor shall furnish to the County, the name of a substitute person or persons in accordance with the previous paragraph. Absence of acceptable key personnel for the Work shall constitute an event of default.

C. Workforce

1. The Contractor shall employ only competent and efficient laborers, mechanics, or artisans and whenever, in the opinion of the County, any employee is careless, incompetent, violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions or conducts himself improperly, or fails to follow the safety requirements of this Contract, the Contractor shall, upon request of the County, discharge or otherwise remove him from the Work and shall not employ him again, except with the written consent of the County. The Contractor shall not permit any person to enter any part of the Work or any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.
2. The Contractor and the Contractor's employees shall be subjected to the same general rules of conduct while on County property that apply to County employees. The County reserves the right to refuse access to any Contractor's employee if the County determines it to be in the best interests of the County.
3. Special Qualifications. Where the Project Manager determines certain portions of the work require experience, training, certification or other special qualifications that may not be possessed by the average journeyman, such portions of the work will be specifically identified in the Special Provisions and the special qualifications identified.
4. When work requiring special qualifications is being performed, a person with



such qualifications must be in immediate charge of the work. The person may be a lead journeyperson, foreperson or trade superintendent. The general superintendent or a foreperson who is not specifically assigned to the area where the identified work is being performed will not be considered to be in immediate charge of the work.

5. Written certification of the required qualifications shall be furnished to the Project Manager at least one week prior to the time work is commenced on the work requiring such qualifications. Such certification is subject to review and acceptance by the Project Manager. If, during performance of work requiring special qualifications, the qualified person becomes temporarily or permanently unavailable to the Contractor, work shall not proceed until a qualified replacement has been accepted by the Project Manager. The Project Manager will promptly consider the certification of the replacement.
6. If identified work is performed without a person having the special qualifications in charge, the Project Manager may, at his sole discretion, order such work removed and replaced at the Contractor's expense.
7. If, after certification is accepted, the Project Manager finds that the certification was inaccurate, or work on the project indicates a lack of the knowledge and experience to supervise the work, the Project Manager may order the work stopped until an acceptable replacement has been certified, accepted and is in charge.

D. Superintendent

1. Contractor shall assign a full time on-site Supervisor for the entire project duration, with full authority to act in all matters of job site supervision and management (including client liaison, scheduling, written field changes, compliance orders, or emergency orders and situations). This person shall be acceptable to the County and have a cell phone at which he or she can be reachable at all times. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Work Order issued, the Contractor shall identify the Superintendent responsible for that Work Order. Contractor shall ensure that designated on-site Supervisor is present at any time work is performed on-site (including subcontractors) and at all project planning and coordination meetings with the Project Manager before or during the work.
2. If Contractor limits the authority of on-Site Supervisor in contractual matters other than field supervision:
 - (1) Contractor shall designate a single senior manager with full authority to act in all additional contractual matters. The Contractor's senior manager shall visit job site at least daily while work is in progress and shall be immediately available to the Project Manager for project administration and coordination matters.
 - (2) Contractor shall ensure that his designated on-site Supervisor is prepared to handle Project Manager liaison on-site and initiate prompt Contractor response to the Project Manager for contractual matters beyond his authority.

VIII. SCHEDULE

A. Time



1. Unless otherwise provided, the Work Order Completion Time is the period of time, measured in calendar days, allotted in the RFP for the Substantial Completion of the Contractor's Work.
2. The date of commencement of a Work Order shall be the date set forth in the Work Order.
3. Progress and Completion: TIME IS OF THE ESSENCE IN THIS CONTRACT. No time extensions will be allowed unless they are contained in a Contract modification, which has been approved and executed by the County. Liquidated damages, to partially cover costs and losses to the County, may be assessed against the Contractor for late Substantial Completion. Without the County's prior written approval, the Contractor shall not suspend any Work that may be subject to damage by climatic conditions. Notwithstanding any other terms contained herein, the Contractor shall take measures to protect the Work and to minimize the impact of such conditions on the progress of the Work.
4. Delay and Extensions of Time:
 - a) Should the Contractor be delayed in the commencement, prosecution or completion of the Work by any act of the County, including but not limited to a delay, change, addition, deletion or modification in the Work or any omission, neglect or default of the County, or by order of the County, or anyone employed by the County, or by any cause beyond the Contractor's control, none of which are due to any fault, neglect, act or omission on Contractor's part, then the Contractor shall be entitled solely and exclusively to an extension of time only. Such extension of time shall release and discharge the County, its employees and agents from any and all claims for damages of whatever character, including but not limited to, disruption, changes in sequence, interference, inefficiency, field or home office costs claimed by the Contractor on account of the aforesaid or any other causes of delay.
 - b) In the event that any Contractor's performance of its Work is delayed by causes beyond the reasonable control of the Contractor, the Work Order Schedule may be extended by the County to reflect the extent of such delay. The Contractor must give the County written notice within five (5) calendar days of the commencement of such delay.
 - c) Consideration of a time extension for events beyond the reasonable control of the Contractor shall only be made if the delay directly impacts critical path activities based on the latest approved Contractor's schedule.
 - (1) Events considered to be beyond the reasonable control of the Contractor are limited to acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, or weather significantly more severe than the norm, provided that the listed causes were not foreseeable and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes.
 - (2) No extension of time will be granted under this Provision for any delay: (1) if the delay was caused by the action and/or inaction of the Contractor, including but not limited to the fault or negligence of the Contractor or his Subcontractors; or (2)



for which any remedies are provided for or excluded by any other provision of the Contract. The County's permitting the Contractor to proceed with its Work, or any part thereof, after such extension shall in no way operate as a waiver of any other rights on the part of the County.

- d) Any claim for extension of time shall be made in writing to the County not more than five (5) calendar days after the commencement of the delay; otherwise, the claim shall be waived. Any claim for extension of time shall (1) state the cause of the delay; (2) specifically demonstrate the impact of the delay on the critical path of the Contractor's Schedule; and (3) state the number of days extension requested. If the cause of the delay is continuing, only one claim is necessary, but the Contractor shall report, in writing, the termination of the cause for the delay within five (5) days after such termination. Any claim for extension of time that does not comply with this provision shall be waived.
 - e) If the Project is delayed as a result of the Contractor's refusal or failure to begin the Work on the date of commencement, as stated in Article VIII, or refusal or failure to carry the Work forward expeditiously with adequate forces, equipment, material or other resources, the Contractor shall be liable for liquidated damages for every day the Contract Completion Date is exceeded, provided, however, that such refusal or failure is not the result of a justifiable delay as stated in Article VIII, A.4.
 - (1) The County shall recover liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor, and if said monies are insufficient to cover said damages, then the Contractor or Surety shall pay the amount due.
 - (2) Nothing herein contained shall be construed as limiting the right of the County to recover from the Contractor any and all amounts due or to become due, and any and all costs and expenses sustained by the County for improper performance hereunder, repudiation of the Contract by the Contractor, failure to perform or breaches in any other respect, including but not limited to defective workmanship or materials.
 - f) The permitting of the Contractor or the surety of the performance bond to proceed to complete any Work or any part of it after the date of Substantial Completion or after the date to which the time for Substantial Completion may have been extended, shall in no way operate as a waiver on the part of the County of any of its rights.
 - g) In addition to liquidated damages, Contractor shall be liable to the County for any other damages sustained as the result of the Contractor's refusal or failure to perform the Work.
5. Normal Working Hours: Unless otherwise stated in the Work Order or Technical Specifications, the Contractor shall accomplish the tasks required by any Work Order issued hereunder during Normal Working Hours. The Adjustment Factor for work performed during "Premium Hours" shall be applied only upon specific written authorization in the Work Order.

B. Time and Progress

1. It is understood and agreed that **TIME IS OF THE ESSENCE OF THIS**



CONTRACT, and the Contractor agrees to begin actual Work covered by Work Orders issued under this Contract in conformity with the provisions set forth herein and to proceed with same with all due diligence, so as to complete each Work Order within the calendar days stipulated using double shift and holiday Work when necessary.

2. Unless otherwise directed by the County, the Contractor shall submit to the County for approval, a schedule, as directed by the County, for each Work Order under this Contract which will insure the satisfactory completion of the Work within the time specified in the County's Request for Proposal. When approved and accepted by the County, the Contractor shall prosecute the Work under each Work Order so that the actual Work completed shall not be less than required by such approved Schedule.
3. If the overall rate of progress be such that the total amount of Work accomplished by the Contractor within any time mentioned in such approved schedules is less than the amount therein specified to be completed within such time, then the Project Manager may declare this Contract in default as provided herein.

C. Schedule for Work Orders

1. For Work Orders having a performance period exceeding 60 days the Contractor may be required, within five days after the Work commences on the Work Order or another period of time determined by the County, to prepare and submit to the County for approval three copies of a practicable bar chart or CPM schedule, as directed by the County, showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the several salient feature of the Work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of Work scheduled for completion by day during the period. At the option of the County, the Contractor shall provide a critical path method (CPM) schedule using Primavera or similar scheduling software instead of a bar chart. If the Contractor fails to submit the bar chart or CPM schedule within the time prescribed, the County may withhold approval of progress payments until the Contractor submits the required schedule.
2. The Contractor shall enter the actual progress on the bar chart or update the CPM schedule when directed by the County and upon doing so shall immediately deliver three copies to the County. If, in the opinion of the County, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the County, without additional cost to the County. In this circumstance, the County may require the Contractor to increase the number of shifts, overtime operations, days of Work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the County deems necessary to demonstrate how the approved rate of progress will be regained.
3. Failure of the Contractor to comply with the requirement of the County under this clause shall be grounds for a determination by the County that the Contractor is not proceeding with the Work with sufficient diligence to ensure completion within the time specified in the Work Order. Upon making this determination, the County may terminate the Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of this Contract.



D. Commencement, Prosecution, and Completion of Work

The Contractor shall be required to commence Work required by a Work Order at the time specified on the Work Order, prosecute the Work, and complete the entire Work not later than the completion time specified on the Work Order. The time stated for completion shall include final cleanup of the premises.

E. Failure to Complete Work, Liquidated Damages

1. Timely completion of Work Orders issued under this Contract is of the essence. Failure of the Contractor to complete the Work as specified in the Work Order under this Contract within the specified Work Order Completion Time may result additional administrative and construction engineering costs on behalf of the County, including but not limited to supervision and inspection, together with other tangible and intangible losses. Therefore, if any Work remains uncompleted after the time specified for the completion of the Work or after any authorized extension of such stipulated time specified for the completion of the Work, or after any authorized extension of such stipulated time, the Contractor may be required to pay to the County a sum agreed to as part of a Work Order for each and every calendar or Work day that such Work remains uncompleted on a Work Order-by-Work Order basis. For each calendar day that the Detailed Scope of Work for a Work Order shall remain incomplete after the Work Order Completion Time, the Liquidated Damages deducted will be per the amount per calendar day specified in the table below, provided however that due account shall be taken of any adjustment of the Work Order Completion Time as provided for elsewhere in this Contract. Such monies shall be paid as liquidated damages, not as a penalty, to partially cover costs and losses to the County. The Contractor consents and agrees that it is not necessary for the County to prove monetary loss.

Value of Work Order	Liquidated Damages
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

2. The County shall recover such liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor, and if said monies are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due.
3. Nothing herein contained shall be construed as limiting the right of the County to recover from the Contractor any and all amounts due or to become due, and any and all costs and expenses sustained by the County for improper performance hereunder, repudiation of the Contract by the Contractor, failure to perform or breaches in any other respect, including but not limited to defective workmanship or materials.

F. Other Provisions Regarding Schedule and Progress

1. Any possible means of shortening the schedule at no additional cost shall be brought to the attention of the County.
2. The Contractor shall attend all progress meetings scheduled and conducted by the County to discuss progress, scheduling, coordination requirements, and problems. The Contractor shall furnish information in regard to his proposed effort to overcome any incurred delay. This information shall be in a form acceptable to the County. In the event that the Contractor falls behind



schedule, the County shall receive written notice from the Contractor within five (5) days of the commencement of such delay, including a description of the reasons for the delay and the steps the Contractor is taking or will take to recover the effects of the delay.

3. The Contractor shall coordinate his letting of subcontracts, material purchases, shop drawing submissions, delivery of materials and sequence of operations, to conform to the schedule and shall furnish proof of same as may be required by the County.
4. It is also understood and agreed that TIME IS OF THE ESSENCE IN CLOSING OUT THE JOB SITE WORK OF THIS CONTRACT, and the Contractor agrees to begin Work immediately after receipt of a formal comprehensive list of minor miscellaneous or finishing Work known as "Punch List Work" The Contractor acknowledges that the ability to close out job site work will be included in the evaluation of the Contractor under this contract.
 - a) Failure of the Contractor or his Subcontractors to begin the "Punch List Work" on the job site prior to the expiration of three (3) working days after receipt of the "Punch List" shall be construed as failure to prosecute the Work of the Contract.
 - b) It is further understood and agreed that the "Punch List Work" shall be continuously prosecuted once begun and completed within the time frame agreed upon by the Contractor and the County Project Manager. Therefore, any gap of three (3) working days during which "Punch List Work" is not being performed on the job site shall also be construed as failure to prosecute the Work of the Contract.
 - c) The failure to commence or continue the "Punch List Work" shall result in the charging of the liquidated damages per Work/calendar days, stated in the Contract for late completion, whichever is applicable, for each day beyond the three (3) working days to begin or continue to complete the "Punch List. "
 - d) The County shall be the sole judge as to whether days shall be charged. If liquidated damages are assessed, they shall be added to the previously determined liquidated damages at the time of Substantial Completion or beneficial occupancy of the Work to be completed in each Work Order.

G. Acceptance of the Work and Right to Occupy Project Before Substantial Completion

1. The County may occupy and use the Project stated in each Work Order or portions thereof, in advance of Substantial Completion of the Project. In the event that the County desires to exercise partial occupancy and use prior to Substantial Completion and Final Acceptance of the entire Work as provided above, the Contractor shall cooperate with the County in making available for the County's use such Project services as heating, ventilating, cooling, water, lighting and telephone for space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time the County desires to occupy and use the space or spaces, the Contractor shall make every reasonable effort to complete that Work.
2. When the County determines that the County will use all or part of the Project before Substantial Completion, the County shall determine: The responsibility between the County and Contractor for maintenance, repair, furnishing of utilities and the protection of the public (if required) for that part of the Work to be occupied.



IX. PAYMENT

A. Payments To Contractor

1. Requests for payment must be submitted to the County. Payment will normally be made within thirty (30) days following approval of the invoice by the County. Payments shall be made on inspected and approved Work only. If an individual Work Order requires forty-five (45) days or less for completion, the County will normally make one payment to the Contractor after Substantial Completion and retainage shall be paid after final acceptance of all Work contained under the Work Order and all Contract requirements for final payment have been satisfied. For Work Orders requiring greater than forty-five (45) days performance period, the County will consider a request for partial payments to the Contractor. The Contractor shall submit to the County three (3) copies of completed invoice and the Job Order Contract Work Order giving information required regarding the Work during the period covered by said requisition in sufficient time as may be required by the County so that the County may inspect the Work done, certify the request and forward the Contractor's requisition for approval and payment.
2. Before submitting an Invoice (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
3. After the first payment and before making any other payment to the Contractor, the Contractor shall produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding statement have been fully paid for and that as of the said date, no claims exist if that be the fact.
4. The Contractor shall submit payrolls or certified copies thereof, pertinent to the Work Order for which payment is requested. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, Itemized deductions made and actual wages paid.
5. Payments to the Contractor shall be made in accordance with provisions of the applicable local government regulations.

B. Partial Payments

1. Work performed under this Contract is interpreted to include materials to be furnished under this Contract, which are suitably stored at the site of the Work. Unless otherwise provided in General Conditions the County may from time to time, in cases where the duration of an individual Work Order exceeds forty-five (45) days duration and the Contractor is proceeding properly to perform and complete the Work Order, grant to such Contractor as the Work progresses an estimate of the amount already earned. All partial payment estimates shall be subject to correction by the final estimate.
2. Waivers from Subcontractors and material suppliers indicating that they have received their share from the Contractor of the previous partial payment to the Contractor must be presented concurrently by the Contractor when he presents an estimate for a partial payment.
3. The County, whenever it shall have reason to believe that the Contractor has neglected or failed to pay any Subcontractors, workers or employees for Work performed or for materials furnished and used in or about the Work Order,



may direct that no future vouchers or estimates be issued and no further payments be made upon the Contract until the County shall be satisfied that such Subcontractors, workers, material suppliers and employees have been fully paid.

4. When partial payments are made under this Contract, the County may elect to withhold not more than Five Percent (5%).

C. Final Payments For Work Orders

1. When the Work Order is substantially completed, the Contractor shall notify the County, in writing, that the Project will be ready for inspection and test on a definite date. Notice shall be given at least five calendar (5) days in advance of said date. If the County concurs that the Project will be ready for inspection or test on the date given, the County and other parties will make such inspection as is convenient for all parties, but within a reasonable period of time. The scheduling of the inspection to determine whether the Project is substantially complete, shall not relieve the Contractor of his responsibilities under the Contract Documents.
2. Payment of Remaining Retainage at Final Completion of the Work Order: The remaining retainage shall be paid when all remaining Work and Punch List Work is complete and the Contractor submits to the County a sworn affidavit that states the following:
 - a) All payrolls, bills for materials and equipment, and all other indebtedness connected with the Work for which the County might in any way be responsible, have been paid or otherwise satisfied.
 - b) The "General Release and Lien Waiver and General Guarantee Forms", required by the Contract have been provided to the County.
 - c) As of the date this affidavit is signed, all known claims made to Subcontractors of any tier, suppliers and others against the Contractor, the County, any agents of the County, or County Project Manager were provided, in writing, to the County.
 - d) All claims made by Subcontractors of any tier, suppliers, and others against the Contractor, the County or the County Project Manager have been resolved.
 - e) The Warranties and Guarantees, required by the Contract, have been provided to the County.
 - f) All Warranties and Guarantees are in full force and effect.
 - g) The Contractor agrees that acceptance of final payment shall constitute a general release to the County, its agents, officials and employees of all other claims of liability for anything done or furnished or relating to the Work of the Contract or for any act or neglect of the County or its agents, officials and employees relating to or connected with this Contract.
 - h) As-built documentation including but not limited to As-Built Contract drawings, As-Built Shop drawings and Operation and Maintenance manuals have been provided to the County.



- i) All other documents requested by the County have been provided.
 - 3. The Contractor must provide Final Waivers from all Subcontractors and Material suppliers prior to the release of the final payment.
 - 4. If in the opinion of the Project Manager a Notice of Completion is required on a Work Order, the Contract Manager will prepare a Notice of Completion when all requirements have been satisfied for the release of the final payment. The County will then sign the Notice of Completion and file the Notice of Completion with the County Recorder.
- D. No Waiver of Legal Rights
 - 1. The County shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the Final Completion and acceptance of the Work and payment there for, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The County shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his sureties such damages as it may sustain by reason of his failure to comply with the terms of this Contract.
 - 2. Neither the acceptance of the County, or any representative of the County, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the County, shall operate as a waiver of any portion of the Contract, or of any power herein reserved or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.
- E. Payments to Subcontractors

The Contractor must pay all Subcontractors and suppliers within ten (10) calendar days of payment of that portion of the Work by the County per the Public Contract Code.
- F. Payments Withheld
 - 1. If during the course of the Contract, insurance and/or bonds shall expire or otherwise become inadequate, no payment shall be made to the Contractor until certificates of insurance, bonds, or other evidence of compliance by the Contractor with all the requirements of this Contract for insurance and bonds have been provided to the satisfaction of the County.
 - 2. The County may decline a request for payment if in its opinion the Pay Estimate is not adequately supported. If the Contractor and County cannot agree on a revised amount, the County shall process the Payment Estimate in the amount it deems appropriate.
 - 3. The County may decline to process any Payment or may rescind in whole or in part any approval previously made to such extent as may be necessary in its opinion because of any failure to perform any obligation under this Contract, including but not limited to:
 - a) Failure or refusal to provide the County the required initial schedule for the Work or schedule updates as requested or required by this Contract;
 - b) Defective Work not remedied;



- c) Failure of the Contractor to make payments properly to Subcontractors, employees, or material suppliers or for labor, materials or equipment, or provide partial lien waivers with pay estimates;
 - d) Reasonable evidence that the Work is not achieving progress as required in the Contractor's schedule or as determined by the County and will not be completed within the Contract Time, or failure to carry out the Work in accordance with the Contract;
 - e) Refusal to follow the County, State or Federal safety and security requirements;
- 4. The County's rights under this Article IX. Section F are cumulative to any other rights provided under the Contract.
 - 5. The County reserves the right to compare the line items quantities included in the approved Work Order Proposal for any completed Work Order. If the County determines that the line items or quantities listed in the Proposal do not match the installed quantities, the County may withhold monies. The amount withheld will be equal to the amount listed in the Proposal not installed. Anytime during the performance of the work the County determines the Contractor has not installed the work as stated in the Proposal, the County will inform the Contractor that the Work Order price will be altered.

The County will not pay for line items or quantities listed in a Proposal and not installed or incorporated into a Project.

X. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Definitions

- 1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. The term Shop Drawings as used herein includes, but is not limited to: fabrication, erection, layout and setting drawings; manufacturers' standard drawings; schedules; wiring and control diagrams; and other drawings pertaining to materials, equipment and piping; duct and conduit systems; and methods of construction as may be required to show that the materials, equipment or systems and the position thereof conform to the Contract requirements. Shop drawings shall establish the actual detail of all manufactured and fabricated items and indicate the proper relation to adjoining Work.
- 2. Product Data are illustrations, standard schedules, performance charts, instructions, descriptive literature, catalogs and brochures, performance and test data, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- 3. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards and measures by which Work will be accepted. The term "samples" as used herein includes materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the specifications and any other samples as may be required by the County to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics. The various parts of the Work shall be in accordance with the reviewed samples.



4. The term "Submittal" refers to Shop Drawings, Product Data or, Samples and other items as may be required by the Contract Documents.
- B. Contractor Submittals Prior to Notice to Proceed
1. The County will determine the Number of Shop Drawings, Product Data and Sample to be submitted.
 2. Providing Shop Drawings, Product Data and Samples is part of the Scope of Work under this Contract and shall be done at the expense of the Contractor and to the satisfaction of the County.
 3. Contractor shall deliver all submittals together as a single package to the Project Manager as part of the Work Order Proposal. One set of submittals shall be compiled in a 3-ring binder and be organized as follows:
 - a) A complete list of materials and products proposed to be used on the project, and requested in the RFP.
 - b) Manufacturer's product data sheet (catalog cut sheet) for each product in the same sequence as the above listing. Where manufacturer's literature includes product models not pertinent, clearly indicate which model or portion of the literature data are being submitted for approval.
 - c) The current Material Safety Data Sheet (MSDS) for each product listed. Attach each MSDS to the corresponding manufacturer's product data cut sheet.
 - d) A listing of materials for the work that require a lead time of over two (2) weeks from order to receipt. Indicate Contractor's supplier and the lead time require from date of Contractor placing order until Contractor receipt.
 - e) Shop drawings for the installations that demonstrate compliance to specification and any other shop drawings as required by the Project manager.
 - f) Listing of equipment to be used on site other than non-powered hand tools.
 - g) A letter indicating:
 - (1) Contractor's Project Manager and on-site Supervision. Indicate any limitations of authority of on-site Supervision in Contractual matters other than field supervision.
 - (2) At least two (2) supervisory contacts for emergency recall outside working hours.
 - h) Contractor's proposed project schedule and work plan to include as minimum:
 - (1) Proposed schedule for work on-site. Time frames should include long lead time items and impact with critical path.
 - (2) Regular weekly work hours and crew size for on-site work.
 - (3) Work Plans: Categorize the project work into sequential groupings of like tasks broken down to the extent that each grouping of tasks defines similar work to be performed on one or more successive days with the same crew, the same working hours and involving the same risk categories. For each grouping of like tasks, complete a Work Plan Form C,



(found in Section Sample Forms) providing the information indicated.

- i) E.g., mobilization, removals, and preparation, equipment and sub-system installations, detail work, tests and start-up to demonstrate operation, demobilization, etc.
 - ii) Show each subcontractor's effort as a separate task but indicate the Contractor's designated full time, on-site Supervisor is also responsible for Subcontractor's crews.
 - iii) Complete a Form C-4 for each specific scheduled outage and for each activity for the Contractor's Testing, Start-up, and Commissioning Plan.
 - iv) To assist in defining the daily Contract work area for each Form C, a sketch may be attached indicating size, layout, utilization, access routes and sequence for each work day.
 - (4) Outage Plan: Complete a Form C-4 Proposed outage plan and a Form C for each proposed essential outage of plant equipment.
 - (5) If exact schedule dates are not determined at time of submittals, complete all other information on Form C Work Plan(s) and Form C-4 Outage Plan(s). Attach Contractor's best projection of the overall scheduling in terms of continuous project workdays once started; list each Work Plan in a bar chart or Gantt chart format indicating relative sequence, dependency and overlap, and duration of each work plan to make up the overall project schedule. This will permit Agency PM to review and approve each Work Plan and Outage Plan in concept during submittals phase. Contractor may then simply submit the preliminary Form C and Form C-4 preliminary submittals with schedule dates when determined.
- i) Impacts and Risks to Facility occupants and Agency Operations
 - (1) Identify tasks of the work which create potential hazards to Agency employees or Public visitors in the facility or which require or have potential to disrupt Agency operations by completing the Form C-1 checklist.
 - (2) Describe Contractor's plan to minimize risk and impact by completing Form C-2 Worksheet for each such task. Required disruptions are subject to Agency concurrence for planning and scheduling. Tasks with like risks to be worked together as a single work plan task may also be combined on a single Form C-2 worksheet. Contractor may attach supplemental sheets or sketches of his own format as necessary to describe his plan.
 - (3) Provide notice to Agency of all hazardous materials proposed to be used on the project site; use Form C-3 to list each item with information indicated. Attach manufacturer's product data sheet (cut sheet) and MSDS for each item in the same sequence as the listing.
- j) Letter or other documentation to Agency from the Contractor:
 - (1) Listing of any manufacturer warranties available for



- manufactured equipment pursuant to Article VI Section E and to be provided by date of Agency Final Inspection.
- (2) Identify any manufacturer field representative that Contractor may utilize for assistance on this work.
 - (3) Verify that Contractor has carefully reviewed Agency existing system installation. Certification that Contractor's selection of specific products (as proposed by Contractor's submittals) do fully comply with this specification, are entirely suitable to the existing conditions at this facility, and are fully compatible for operation with the existing installation as a system.
 - (4) Certification that Contractor has trained, experienced employees to install all proposed equipment and work to specification.
 - (5) Certification that manufactured equipment submitted by Contractor is a standard model and currently being manufactured, is not currently planned for discontinuance from manufacturer's standard product line, and that manufacturer will maintain parts availability for at least five years.
- k) Listing of any subcontractors indicating scope and extent of work.
 - l) Contractor written documentation of existing damage and other conditions in the Contractor's work area(s), staging area, and access areas as noted during inspection with Project Manager prior to start of work.
4. The original set of submittals will be returned to the Contractor upon approval by the Project Manager.
- a) Contractor's on-site supervisor shall maintain one copy at the project site.
 - b) Contractor is requested to provide submittals as one-sided only, no staples, to simplify reproduction of copies after Project Manager approval.
5. Where significant lead time is required to order and receive selected materials or equipment for the work, the Contractor shall expedite such selected product submittals and Agency will separately address review and approval so the Contractor can proceed with placing key material orders.
- C. Submittals During Construction:
- 1. The products for which prior Agency review and approval is required are specified by the previous subsection. The Contractor shall ensure that all other materials selected for the work and received at the project site fully comply with the specification. The Contractor shall promptly provide additional similar submittals for other products if requested by the Agency that clearly demonstrate compliance to the specification.
 - 2. If the need for additional or substitute hazardous materials are determined, Contractor shall provide additional similar submittal documents and obtain Agency approval prior to receiving such products on-site.
 - 3. Contractor shall submit documentation of all certifications and tests to demonstrate operating performance and compliance as specified or otherwise required by code/regulation to Project Manager not later than the workday following performance of that work or receipt of such manufactured product



on-site.

4. Contractor shall promptly request update of the Agency approved schedule for outages when the need for change is apparent. Contractor shall promptly provide update of his testing and commissioning schedule if changes are needed. Contractor shall submit update of his project schedule and work plan at any time that actual progress on-site varies by more than 2 days or as requested by Project Manager.
5. Contractor shall confirm his preparations and intent to proceed with each phase outage scheduled by Agency in writing to Project Manager at least 2 work days prior.
6. At least 2 weeks prior to the contract completion date, Contractor shall submit for Agency review and approval:
 - a) Proposed optional dates for familiarization training for Agency selection, when the equipment and systems will be sufficiently installed to conduct such walk-through maintenance and operational training.
 - b) For each manufactured equipment item, any available manufacturer's manuals, recommended spare parts listing, and source(s) and procedures for ordering parts.
 - c) All "Final Submittals", (per next subsection) which are available fully complete and finalized at that time.
 - d) A listing of the specific "Final Submittals" not yet available or not yet finalized and yet to be provided by Contractor prior to the Agency final inspection.

D. Final Submittals:

Not later than day prior to scheduled final inspection, Contractor shall provide to Project Manager:

1. Record drawing sets of all plans and shop drawings annotated for as-built conditions.
2. Manuals and shop drawings annotated for any exceptions noted and as-built conditions.
3. Specified warranties pursuant to Article IV Section E.
4. Any remaining documentation of certifications and testing, and resubmittal of any such prior documentation that may have been subsequently updated by the final installation work.
5. A letter from the Contractor verifying his completion of the work in accordance with specifications and requesting final inspection and acceptance by the Agency.

XI. PROJECT RECORD DOCUMENTS AND PROJECT ACCOUNT RECORDS

A. As-Built Documents

1. As the Work progresses, the Contractor and the Subcontractor for each trade or division of Work, under the direction of the Contractor, shall keep a complete and accurate record of the following:
 - a) Changes and deviations between the Work as shown on any drawings provided by County, drawings prepared by the Contractor



and reviewed and accepted by County and shop drawings indicating the Work as actually installed.

- b) The specific locations of piping, valves, duct Work, equipment, and other such Work that were not located or changed location on the Drawings and shop drawings.
 - c) Equipment schedules indicating manufacturer's names and model numbers.
2. Changes and deviations and other records shall be neatly and correctly recorded on full size reproductions of the Contract Document Drawings and copies of the Specifications and shop drawings affected, with appropriate supplementary notes obtained from the County. This record set of Drawings, shop drawings and Specifications shall be kept at the job site for inspection by the County. At the completion of the Work the Contractor shall obtain full size reproductions of the Contract Document Drawings from the County at the Contractor's expense. The Contractor shall transfer all information and notations from working plans to the copied Documents, including any Drawings, Specifications and/or shop drawings. These will constitute the As-Built Documents.
3. The As-Built Documents shall be arranged in order, in accordance with the various provisions of the Specifications, and properly indexed. The Contractor shall review them for completeness prior to submittal to the County. At the completion of the Work, the Contractor and each Subcontractor shall certify by endorsement thereof that each of the revised Drawings and copy of Specifications and shop drawings is complete and accurate.
4. Prior to the Contractor's Application for Final Payment, and as a condition to its review by the County, the Contractor shall deliver to the County, in suitable transfer cases clearly marked "As-Built Documents", the as-built record Drawings, Specifications and shop drawings arranged in proper order, indexed and marked for each division of the Work.

B. Project Account Records

1. Project Data and Records:

- a) All books and accounts kept by the Contractor in connection with this Contract shall be open to the inspection of the County or its authorized representative.
- b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and occupation of all laborers, workmen and mechanics employed by them in connection with the Work and showing also the actual hourly wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the County and to the Director of Labor (State of California) and his deputies and agents.
- c) The Contractor shall at any time when required furnish to the County a written statement, verified by affidavit, giving the names and addresses of all persons, firms and corporations who have up to the date thereof furnished labor or materials in or about the performance of the Contract and the amounts due or to become due to said parties.
- d) The Contractor and any Subcontractor shall furnish the County with such information as he may require relating to the materials including all information necessary to determine the cost of the Work, such as



the number of men employed, their pay, the distribution of labor into Work item, equipment time distribution and any other information which the County may require. The Contractor shall, on request, furnish the County with copies of delivery tickets and invoices, in triplicate, covering all expenditures on the Contract.

2. Audits:

- a) The Contractor shall furnish, or cause to be furnished, to the County such information as may be requested relative to the progress, execution, and cost of the Project. The Contractor shall maintain, or cause to be maintained, records showing actual time devoted and costs incurred. The Contractor shall maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in the connection with the Project for five (5) years after the Project Completion Date. This system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
- b) All books and accounts in connection with the Project shall be open to inspection by authorized representatives of the County. The Contractor shall make these records available, or cause them to be made available, at reasonable times during the performance of the Work under this Contract and shall retain them in a safe place and make them available for inspection for at least five (5) Years after the Contract Termination Date. No provision in this Contract granting the County right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents that the County would have had in the absence of such provisions.

C. Confidentiality:

All of the reports, information, or data, prepared or assembled by or provided to the Contractor under this Contract are confidential and the Contractor agrees that, except as specifically authorized herein or as may be required by law, it shall not make available said reports, information, or data, to any other individual or organization, without the prior approval of the County. Report, information, or data related to a specific Work Order issued by another governmental unit may be made available to that governmental unit. The County is entitled to all reports, information and data related to this Contract or any Work Order issued thereunder.

1. Ownership:

- a) All documents, data, studies, reports, and instruments of service prepared for or by the County under this Contract are the property of the County. During the performance of its Work, the Contractor shall be responsible for any loss or damage to documents while in the Contractor's possession or the possession of a Subcontractor and any such document so lost or damaged shall be restored at the expense of the Contractor.
- b) The Contractor shall deliver, or cause to be delivered, at any time during the term of this Contract, all documents, including but not limited to drawings, models, specifications, estimates, reports, studies, maps, and computations, prepared by or for the County, under the terms of this Contract, to the County promptly upon reasonable demand therefore or upon termination or completion of the Work hereunder. In the event of the failure by the Contractor to make such



delivery, then and in that event, the Contractor shall pay to the County damages the County may sustain by reason thereof, including consequential damages.

c) Instructions and Parts Lists:

- (1) The Contractor shall furnish to the County Three (3) bound copies of maintenance manuals, instructions, specifications, relative to the assembly, installation, alignment, checking, placing in operation and maintenance of equipment, systems and construction under this Contract. The Contractor shall submit three (3) bound copies of all items requiring spare parts and materials and a list of required spare parts and materials for each, including manufacturers product, material, part or re-order numbers, name, address, and telephone numbers of local suppliers and manufacturer's corporate offices.
- (2) All copies shall be permanently reproduced on heavy paper and shall be in addition to any instructions and parts lists attached to the equipment or materials when delivered or submitted in conformance with the Contract Documents.

D. Quality Control Program

1. The Contractor shall perform the quality control program approved by the County and shall insure that all Work and requirements of this Contract are met as specified.
2. The Contractor shall submit a written quality control plan and notify the County, in writing, of any proposed change to the program. No change shall be implemented prior to review and acceptance by the County. Once the Contractor's Quality Control Plan has been accepted by the County it shall become part of this Contract. Deviation from the Quality Control Plan without the expressed written approval of the County shall place the Contractor in default of this Contract (see Article XVI, Events of Default and Termination).
3. The Contractor is required to maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality. In addition the Contractor shall:
 - a) Designate a focal point responsible for ensuring quality.
 - b) Comply with industry standards except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
 - c) Participate in inspections and verifications as required. Perform and validate corrective actions resulting from identified deficiencies.
4. The Contractor shall deliver two (2) copies of its quality control plan to the County not later than 30 days from date of Contract award.

E. Performance Evaluation Meetings

The Contractor shall meet with the County representative as requested during Contract performance. Mutual effort will be made to resolve any problems identified. The County shall prepare written minutes of these meetings. The minutes shall be signed by County designated representative and the Contractor. Should the Contractor not concur with any minutes, the Contractor shall so state in writing and the differences will either be corrected to reflect mutual agreement, or if an agreement



cannot be reached, the Contractor's statement will be filed with the minutes of the meeting.

XII. TESTING AND INSPECTION

A. General Inspection

1. All materials and equipment and each part or detail of the Work shall be subject at all times to inspection by the County or its authorized representatives and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship and the diligent execution of the Contract. Such inspection may include mill, plant, shop and field inspection and any material or equipment furnished under the Specifications is subject to such inspection. The County or its representatives shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
2. All material used must be inspected, tested and approved before being incorporated in the Work. Payment will not be made for uninspected or unauthorized use of materials incorporated into the Work.
3. Material and equipment inspection shall be as hereinafter specified in the provision "Materials and Equipment Testing and Inspection".
4. The Contractor shall, if the County requests, remove or uncover such portions of the finished Work as the County may direct before the final acceptance of the same. After the examination, the Contractor shall restore said portion of the Work to the standard required by the Contract Documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be paid for as extra Work, unless otherwise provided in the Contract Documents, but, if the Work so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the same in accordance with the Contract Documents shall be borne by the Contractor.
5. Except as may be otherwise specified in other provisions of the Contract Documents, the County will make final inspection of all Work included in the Contract as soon as practicable after notification by the Contractor as provided in Article IX., C.1. that the Work is substantially completed and ready for acceptance. If the Work is not acceptable to the County at the time of such inspection, it shall inform the Contractor as to the particular defects to be remedied before the Project is accepted as substantially complete.
6. When the Contract includes Work for which another Public Agency or the Federal Government is to pay a portion of the cost thereof, such Work shall also be subject to the inspection and approval by the representatives of another Public Agency or the Federal Government, but such inspection and approval shall in no sense make another Public Agency or the Federal Government a party to this Contract.

B. County QA Inspection:

1. The Agency may provide full time or spot quality control inspection of the work in progress. Duties and functions of the Inspector shall include documenting the Contractor's performance of the work and exercise of duties and authorities as may be assigned by the Project Manager.
2. The Contractor shall notify the Inspector of daily work plans in sufficient time to coordinate inspection. He shall furnish the Inspector safe access to the



work areas and information necessary to accomplish and document such inspection.

3. Actions or in-actions of the Agency Inspector do not constitute acceptance of the work and do not relieve the Contractor of any responsibilities or requirements of this specification. Inspector will normally advise Contractor's supervisors of non-complying work observed but is not required to do so. Inspector will not perform specified duty of Contractor's Technical Supervisor(s) to inspect each installation and ensure complying work.
4. Inspector is not the Agency contact for Contractor responsibilities for Project work site coordination unless specifically so designated by Project Manager.
5. The Project Manager may elect to perform inspection directly or may utilize the design Consultant or other Consultant for inspection of Contractor's work.

C. Materials and Equipment Testing and Inspection

1. As stated in Article XII., Section A., "General Inspection", all materials and equipment will be inspected by the County. For materials which are not an integral part of equipment and for which samples may be submitted, the Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated into the Work and shall afford such facilities as the County may require for collecting and forwarding samples and making inspections and tests. All samples shall be furnished without charge to the County. The Contractor shall not make use of or incorporate into the Work the materials represented by the samples until tests have been made and the materials found to be in accordance with the requirements of the Specifications.
2. For materials that are an integral part of machinery or equipment or of parts of equipment normally stocked by the Contractor or Subcontractor, the Contractor may furnish copies of certified tests made at the time of production.
3. The County shall have free entry, at all times while Work is being performed, to all parts of the manufacturer's Works that concern the manufacture of the material or equipment ordered. The County shall be permitted to examine all components and subassemblies. Assemblies and parts shall be numbered for identification. The Contractor (or manufacturer) shall provide the County with a detailed production schedule prior to his first inspection. After a study of the production schedule, the County will inform the Contractor (or manufacturer) of his methods, extent of inspection and facilities desired. The manufacturer shall afford the County, without charge, all reasonable facilities to satisfy him that the material or equipment is being furnished in accordance with the Contract Documents. All tests and inspection shall be made at the place of manufacture prior to shipment and at the Contractor's or manufacturer's expense, unless otherwise specified.
4. The Contractor shall not be liable for the salary or living expenses of the Inspector employed by the County, except as hereinafter specified. If for any reason, the County elects not to make the tests the County will order the manufacturer or Contractor to make the desired tests. The manufacturer or Contractor shall furnish a certification of the ordered tests after completion. The County reserves the right to inspect all materials or equipment, which have been inspected and accepted at the place of manufacture or source of supply, after they have been delivered to the site and to reject any which do not meet with the requirements of the Contract Documents.
5. Should the preparation of the material or equipment be at far distant or inaccessible points, or should it be divided into unreasonably small quantities,



or widely distributed to an unreasonable extent, or should the percentage of rejected material be unreasonably large, or should the Contractor's production schedule and arrangements for tests and calibration be such that the cost of inspection by the County is unreasonably high, the additional cost of extra inspection resulting therefrom shall be borne by the Contractor. Salary and living expenses of the Inspector shall be included in the additional cost of extra inspection. The County will be sole judge of what is to be deemed extra inspection.

6. Unless otherwise provided, all materials will be sampled and tested in accordance with the latest published standard methods of the American Society for Testing and Materials (ASTM) and revisions thereof, where such standard methods exist. In case there are no ASTM standards that apply, applicable standard methods of other recognized standardizing agencies will be used. In all cases, the standard methods and revisions thereof, which will be used are those in effect on the date of the invitation for bids.
7. For any material not covered by the designated specifications of some designated society, association, institute or governmental authority, appropriate methods of testing and inspection to be designated by the County shall be followed.

XIII. CONSTRUCTION PRACTICES AT SITE

A. Protection of Persons and Property

1. Disruption of County Activities:

The Contractor shall not cause any disruption to County activities. Planned activities will be coordinated with the County and construction will be accomplished in accordance with the schedule set forth in Work Orders issued hereunder. Schedule revisions shall be made known to the County on a timely basis.

2. Protection of Existing Structures and Property:

- a) The Contractor shall be responsible for all actions of his personnel with regard to any damage, loss, or theft of property whether owned by the County or other Public Agency or private ownership. The Contractor shall also be responsible for the personnel of the subcontractors as if they were his own employees.
- b) The Contractor shall avoid damage, as a result of his operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the Work of other Contractors and the property of the County and others and he shall at his own expense repair any damage thereto caused by his operations.
- c) The Contractor hereby agrees that he shall be responsible to the extent not covered by insurance for loss or damage by fire or theft of equipment, material, or other property of the County, incurred while such equipment, material or other property is located in any field office or on the site of the Work under this Contract and the Contractor further agrees that he shall repair or replace any such equipment, material or other property so lost or damaged, to the satisfaction of the County at no additional cost to the County.
- d) The Contractor or any subcontractor shall be responsible for loss or damage to any property owned by or in the care, custody, or control of the Contractor or subcontractor, as the case may be, which does not become part of the permanent Works.



- e) The Contractor shall familiarize himself with the requirements of local and state laws applicable to underpinning, shoring and other Work affecting adjoining property and wherever required by law the Contractor shall shore-up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the Work.
 - f) The Contractor shall be responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party and such notice or notices shall be served in sufficient time as not to delay the progress of the Work.
 - g) The Contractor shall indemnify, save and keep the County harmless from any loss, expense or damages on account of settlements or the loss of lateral support of adjacent or adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjacent and adjoining structures and their premises caused by the execution, or other operations, connected with the Work. The provisions of this paragraph shall include also and apply to any liabilities and duties placed upon the County as owner or occupant of the property on which the improvements provided for herein are to be constructed.
3. Protection of Utilities:
- a) The Contractor shall inform himself of the locations of all utilities in the vicinity of the site of the Work and shall take suitable care to protect and prevent damage to such utilities from his operations under this Contract.
 - b) When performing Work adjacent to existing sewers, drains, water and gas lines, electric or telephone or telegraph conduits or cables, poles lines or poles, or other utility equipment or structures, which are located outside of the neat lines of the excavations to be made or of the structures to be constructed under this Contract and which are to remain in operation, the Contractor shall maintain such utility equipment and structures in place at his own expense and shall cooperate with the County department, utility company or other party owning or operating such utility equipment or structures in the maintenance thereof.
 - c) The Contractor shall be responsible for and shall repair all damage to any such utility equipment or structures caused by his acts, whether negligent or otherwise, or his omission to act, whether negligent or otherwise and shall leave such utility equipment or structures in as good condition as they were in prior to the commencement of his operations under this Contract, however, it is hereby agreed that any such utility equipment or structures damaged as a result of any act, or omission to act, of the Contractor may, at the option of the County department, utility company, or other party owning or operating such utility equipment or structures damaged, be repaired by such County department, utility company, or other party and in such event the cost of such repairs shall be borne by the Contractor.
4. Protection of Streets, Alleys and Public Grounds:
- a) If in the prosecution of the Work, it shall be necessary to excavate or occupy any street, alley or public grounds of the County or County,



the Contractor agrees to erect and maintain such barriers and, during the night time, such lights as will effectually prevent the happening of any accidents or damage to life, limb or property in consequence of such excavation or occupation of such street, alley or public grounds.

- b) The Contractor shall be liable for all damages occasioned by the excavation or occupation of any street, alley or public grounds, or by the carelessness of the Contractor, his Subcontractor's agents, employees or workmen and shall indemnify the County against all judgments rendered against it by reason thereof.
- c) If the County is sued solely for such neglect, a judgment rendered against it shall be conclusive evidence (1) of the negligence of the Contractor as aforesaid and (2) the amount of such damages recoverable from the Contractor by reason thereof. In the defense of such action, the Contractor, upon notice, agrees to cooperate with the County to the fullest extent in furnishing evidence bearing on the charges therein made.

5. Protection of Existing Trees in the Right of Way:

- a) The Contractor shall be responsible for the restoration of all damaged parkways to their original condition. It shall be the responsibility of the Contractor to protect all trees from damage at the construction site. Any damage to trees resulting from a construction Project shall be repaired or replaced at the Contractor's expense.
- b) The Contractor shall be required to replace any tree permanently damaged by the Contractor, with a new tree of the same type and said new tree shall have a trunk with a minimum one and one-half (1-1/2) inch diameter.
- c) The protection of trees shall include bridging, tunneling, drawing, drilling or boring underneath existing trees. The surface area directly adjacent to the tree trunk shall not be disturbed under the following guidelines:
 - (1) Less than five (5) inches DBH trees - two (2) foot radius of the tree trunk with a minimum of three (3) foot depth. ,
 - (2) Five (5) inches to Twenty (20) inches DBH trees - five (5) foot radius of the tree trunk with a minimum of three (3) foot depth.
 - (3) Over twenty (20) inches DBH trees - seven (7) foot radius of the tree trunk with a minimum of three (3) foot dept.
 - (4) When bridging, tunneling, drawings, drilling or boring underneath existing trees; said Work shall be accomplished directly beneath the center of the tree trunk.

B. Precautions

- 1. The Contractor shall take any precautions that may be necessary to render all portions of the Work secure in every respect or to decrease the liability of accidents from any cause, or to avoid contingencies which are liable to delay the completion of the Work. The Contractor shall furnish and install, subject to the approval of the County, all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to insure the safety of workmen and of engineers and inspectors during the performance of said Work. The Contractor will be required to conduct his Work so as not to unnecessarily obstruct the activities of other Contractors who also may be engaged in Work on this Project or any public



facility.

2. Although the County will observe construction and give the Contractor his opinions and suggestions about safety defects and deficiencies, the County shall not be responsible for any unsafe working conditions. The County's suggestions on safety shall in no way relieve the Contractor of his responsibility for safety on the Project. The Contractor has sole responsibility for safety.
3. Precautions shall be exercised at all times for protection of person (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.
4. The Contractor shall keep on the site of the Work, completely equipped first aid kits readily accessible at all times. He shall designate some proper person on each shift, acceptable to the County, to be in charge of first aid and shall cause such person to receive proper instructions therein.
5. The Contractor shall furnish and place, in all buildings connected with the Work, a sufficient number of fire extinguishers, of a type and capacity approved by the California Inspection and Rating Bureau.
6. Only such materials and equipment as are necessary for the construction of the Work under this Contract, as determined by the County, shall be placed, stored or allowed to occupy any such space at the site of the Work. If gasoline, flammable oils or other highly combustible materials are to be stored at the Project site, they shall be stored in approved safety containers and placed where directed by the County.
7. The Contractor, shall prohibit all lighting of fires about the premises and all smoking in restricted areas where posted with "NO SMOKING" signs and shall use due diligence to see that such prohibition is enforced. "NO SMOKING" signs shall be furnished and posted by the Contractor.
 - a) No debris or waste materials shall be burned at the construction site.
 - b) During construction, all cutting or welding operations shall be carried out with all precautions taken to prevent fires resulting from sparks or hot slag. Extreme care shall be exercised to determine that such sparks or embers do not fall into any combustible materials, even if such material is stored on lower floors. Sheet metal wind screens shall be provided around the lead-melting furnaces whether building is enclosed or not. Portable fire extinguisher shall be provided at and below all locations where cutting or welding or melting operations are being performed or, if such operations are extensive, a hose from the stand pipe system or fire hydrant shall be placed nearby.
 - c) Combustible material, such as wood, crates, excelsior paper, rags or inflammable solvents shall not be allowed to accumulate; but, shall be removed to a safe location and disposed of immediately after they have served their purpose.
 - d) Concentration of gas fumes shall be reported immediately to the Contractor who shall be responsible for clearing the area, and notifying the County and the Utility Company. All operations in the area shall be suspended until the source of such fumes has been located and corrected.



- e) The Contractor shall arrange for the installation of necessary fire protection lines and equipment as required by the local fire Marshall or the local Fire Department and as necessary to properly protect the building under construction. Permanent fire protection facilities may be used for this purpose as soon as they are installed, tested, approved for use by the County in writing for temporary use. Salamander heaters or similar forms of uncontrolled heaters shall not be used except with the special written permission of the County and County fire marshal and then only when each salamander is maintained under constant supervision.
- f) Gasoline shall be kept and handled from approved safety cans.
- g) All tarpaulins used for any purpose shall be made of fire, water and weather-resistant materials manufactured for their intended use.

C. Construction Safety Requirements

1. Terms

- a) The Contractor shall adhere to the standards outlined/referenced in the contract General Conditions, all applicable Federal and California Occupational Safety and Health Environmental regulations and all local and project specific safety requirements.
- b) The County reserves the right to remove anyone from County property who violates established safety and health requirements. The County reserves the right, at any time, to conduct worksite safety compliance evaluations.
- c) Prior to any work activity, the Contractor shall meet with the County representative to review the safety requirements for the hazards associated with the work to be performed.

2. General Safety Conditions

- a) The Contractor is exclusively responsible for the safety and health of its employees, subcontractors, vendors, suppliers, agents, and their employees, and any other persons on the worksite; for the protection of the general public, student body, faculty and all other visitors and/or guests to the worksite, as well as the area immediately adjacent to the worksite. In addition, the Contractor is at all times responsible for properly securing the worksite and all materials and equipment on the work site.
- b) The Contractor shall interpret the above provisions in the broadest sense for the protection of persons and property. No act, error, omission by County representatives, consultants and sub-consultants, as well as their subcontractors, vendors, suppliers, agents, or representatives, shall relieve the Contractor of any of its obligations, duties, or responsibilities for safety.

3. Special Safety Conditions

- a) The Contractor shall take all reasonable and necessary precautions and/or actions to protect all persons and property from injury, damage or loss. The actions to protect nearby pedestrians shall include, but not be limited to:
 - (1) Providing flagmen to supplement backup alarms for backing motor vehicles.
 - (2) Fencing construction sites and excavations. Securing



construction site entrances and exits.

- (3) Setting effective perimeter barricades at all work and staging areas.
- b) The Contractor shall designate a Worksite Safety Representative and an alternate worksite safety representative who shall be competent safety persons, and whose duties shall include the protection of person(s) and property. These worksite safety representatives must have knowledge of applicable regulatory requirements. If work is accomplished using multiple shifts or periods of more than forty (40) hours per week, the Contractor shall identify the on-site Safety Representatives for extended periods. Each Safety Representative must have the authority to stop work for safety reasons.
- c) The Contractor shall include the following information in the project-specific safety plan:
 - (1) Name and resume for each on-site Safety Representatives of the Contractor and its subcontractor(s).
 - (2) Emergency Contact Numbers (pager, phone, cellular phone) of the Contractor's site management. The Contractor must make worksite management available twenty-four hours per day
 - (3) A project-specific work plan and a project-specific hazard analysis, based on this work plan, that identifies the hazards and mitigation of the hazards of the project specific hazardous work such as work involving or requiring, but not limited to:

Excavating and/ or trenching	Powder actuated tools	Road building
Fixed and moveable scaffolds	Flammable gasses and liquids	Conveyers including suspended scaffolds
Underground structures	Personnel hoists	Boilers
Electrical circuits	Steel erection	Explosives
Welding and cutting	Concrete construction	Pile driving
Hazardous Materials	Pipelines	Motor Vehicles
Cranes	Tunnels and shafts	Housekeeping
Heavy earthmoving and other equipment	Demolition	Biological hazard construction
Man lifts	Underpinning	Chemical hazard
Fall protection	Ladders	Material hoists
Confined spaces	Explosives	
Power tools	Floor openings	

- (4) List of "Competent Persons", as defined by the Federal and California Occupational Safety and Health Administrations, for activities such as, but not limited to, trenching and excavating, scaffolding, and confined space work.
- (5) Samples of forms and procedures used to document investigation of incidents/accidents
- (6) Listing of worksite staff trained in emergency first aid and CPR.



- (7) An Emergency Action Plan that includes:
 - (a) Escape Routes and assembly area
 - (b) Procedures for evacuation that address:
 - (i) Alarms.
 - (ii) Accounting for employees after evacuation.
 - (iii) Means of reporting emergencies and getting assistance from off-site responders.
 - (iv) Names and specific duties of persons responsible for implementing the emergency action plan.
- (8) A Fire Protection Plan that includes:
 - (a) Identification of fire hazards and procedures for storing flammable and combustible materials, controlling potential ignition sources; and the type of fire protection equipment and/or Systems to control fires.
 - (b) Prevention of accumulation of flammable and combustible waste material.
 - (c) Names and specific duties of persons responsible for maintaining firefighting equipment, controlling accumulation of flammable and combustible material; and implementation of a fire protection plan.
- (9) Hazard communication program if required by scope of work.
- (10) Confined space program if required by scope of work.
- (11) Respiratory protection program if required by scope of work.
- (12) Asbestos and/or lead based paint abatement plans, if required by scope of work.
- (13) Lock out/Tag out/Block out plan, similar to the County's plan, if required by scope of work.
- (14) Environmental compliance signs, plans and procedures-if required by scope of work, such as:
 - (a) Proposition 65 Warning sign to employees and Visitors, where required.
 - (b) Community Right to Know Business Plan for hazardous materials, where required.
 - (c) Procedures for storage and handling of Hazardous Materials and Waste, where required.
- d) Prior to the start of any worksite activities, the Contractor must provide all its employees, and employees of its subcontractor(s), safety orientation training.
- e) The Contractor shall provide all necessary protective equipment as required by each specific construction activity.
- f) The Contractor shall safeguard the construction area, by means that may include, but are not limited to, signs, atmospheric monitoring,



barricades, warning lights, back-up alarms, fencing and guard.

- g) The Contractor shall immediately notify the County representative of any visits regarding regulatory compliance by representatives of agencies that include, but not limited to: Cal OSHA, Ventura County Air Pollution Control District, Environmental Protection Agency, Ventura County District Attorney, and the Ventura County and City Fire Department. The Contractor must also submit a complete copy of any Federal and/or California OSHA correspondence report, warning, citation, directive, or notice within twenty-four (24) hours following receipt. The Contractor shall also provide the County representative a copy of any contractor reply to any OSHA correspondence, report, warning, citation, directive, or notice.
- h) In the event of any accident that results in an injury or illness requiring medical treatment, other than first aid the contractor shall:
 - (1) Notify the County representative immediately after providing or obtaining any needed assistance, and securing the accident scene.
 - (2) Complete and submit a copy of the CAL/OSHA Employer's Report of Occupational Injury or Illness Report form within the next working day.

D. Reports and Plans

1. Plant Procedure, Methods and Equipment:

- a) The Contractor shall determine the methods to be employed, the procedure to be followed, the equipment, plant, shoring, bracing and other temporary structures and equipment to be used on the Work under this Contract, subject to the requirements of the Contract Documents and to the approval of the County. Only adequate and safe procedure, methods, structures and equipment shall be used.
- b) The Contractor shall provide drawings and calculations for all equipment, shoring, bracing and other temporary structures required for the Work; designed, signed and sealed by a California licensed Structural Engineer. The Contractor shall submit copies of all such drawings and calculations to the County.
- c) The Contractor shall submit to the County, ten (10) days prior to the start of Work, a written description of plant procedure methods and equipment.

2. Field Check of Dimensions, Cutting & Patching:

- a) Wherever the Work under this Contract is required to connect to existing Work, the Contractor shall take complete field measurements affecting all construction in this Contract and shall be solely responsible for the proper fit between Contractor's Work and existing structures or appurtenances.
- b) The Contractor shall do all cutting, patching, or fitting of Work that may be required to make the several parts of this Contract and the existing Work come together and fit properly.

3. Contractor's Layout of the Work:

The Contractor shall be responsible for the correct lay-out and accurate fitting of all parts of his Work. All labor, materials and other expense necessary for,



or incidental to, the setting and maintaining of lines and grades (exclusive of the Work of establishing the original reference base line and bench marks which will be performed by the County) shall be furnished by the Contractor at his own expense.

4. Occupancy Interferences:

- a) The County shall determine, at its sole discretion, the method of Work to be carried on to interfere as little as possible with the normal conduct of business in or around the portions of the building or structures in use.
- b) The building or structures that are presently in full time use and operation will continue in normal use during application and installation of the Work. Building facilities, including heating, ventilation, and air conditioning, lighting and plumbing, will not be interrupted in the occupied areas, except as required for making connections to power sources as hereinafter specified.
- c) The Contractor will serve written notification to the County requesting any anticipated interruption in facilities at least two (2) weeks prior to disruption of services, allowing for temporary relocation of personnel, operations and equipment during the Work. The Contractor shall provide any temporary facilities deemed necessary by the County due to a disruption of services. The County, in its sole discretion, will determine the procedures, times of day and dates the Contractor may accomplish the Work and may reject or modify the Contractor's request.
- d) Storage of all material and/or equipment shall be located in areas as designated approved by the County, scheduled in such manner to minimize interference with the normal conduct of business in or around the occupied portions of the building and airline or vehicular areas.

E. Services and Use Of Site

1. Work Area: after award of Contract, the Contractor shall request assignment of a working area. If this assigned working area is not of sufficient size, the Contractor shall secure other space away from the site at his own expense.
2. Temporary Services and Utilities:
 - a) General:
 - (1) The Contractor shall be responsible for arranging for and providing all general services and temporary facilities as specified herein and as required for the proper and expeditious prosecution of the Work. The Contractor shall pay all costs for such general services and temporary facilities.
 - (2) Temporary connections for water, electricity and heat including installation, maintenance and removal of such facilities shall be at the Contractors expense.
 - (3) The Agency will provide all water, telephone, and electricity required by the Contractor for Project work during the construction period.
 - b) Water:
 - (1) The Contractor shall provide temporary water connections as required for drinking and construction purposes.
 - (2) The Contractor shall note that the County reserves the right to



regulate the use of water, and may impose restriction on the use in the event water is being used carelessly by the Contractor.

- (3) Water and facilities for obtaining water for sanitary purposes, drinking, mixing concrete and for all other purposes shall be provided by and at the expense of the Contractor.

c) Light and Power:

The Contractor shall furnish the electrical energy and shall furnish and install all wiring, electrical services, lighting units, insulated supports for wiring and all other electrical equipment together with all other incidental and collateral Work necessary for the furnishing of the temporary power and lighting facilities for the Work to be done under this Contract, all at no additional cost to the County.

3. Temporary Heating During Construction:

- a) The Contractor shall provide temporary closures or enclosures for all exterior door, window, roof or other types of exterior openings as required to provide protection from the elements during construction. It shall be the Contractor's responsibility to keep water in pipes from freezing and to maintain temporary heat in areas where Work is being performed at not less than fifty (50) degrees F. before plastering and painting and not less than sixty (60) degrees F thereafter. Heating period shall be from approximately October 1 to May 30 unless conditions warrant otherwise.
- b) The Contractor shall furnish, install, operate and maintain all required temporary heating equipment, and shall provide and pay all fuel costs. Oil fired or gas heating units shall be self-contained units that shall be furnished in sufficient number and adequate capacity to conform with the requirements for temporary heat stated above. Each oil-fired or gas-fired unit shall be properly vented as required to dissipate noxious fumes and prevent discoloration of building construction. Temporary electrical connection shall be provided by the Contractor.

4. Temporary Facilities

- a) When requested, the following temporary facilities shall be provided and maintained by the Contractor throughout the period for the performance of a Work Order, and the Contractor shall remove same at the completion of the Work, all of its own expenses.
- b) The Contractor shall provide separate telephones in the temporary offices for its use and for the County's use. The Contractor shall pay for the cost of installing such telephones and the cost of all telephone service, except long distance calls made by the County.
- c) The Contractor shall provide a facsimile machine in the temporary offices to expedite written communication between the parties. The Contractor shall bear all costs of providing said equipment.
- d) Unless waived by the Agency specific to each project, the Contractor shall provide portable chemical toilet facilities at the Work Order Site. Any such toilet facilities shall be cleaned and serviced twice weekly. Any such toilet facilities shall be maintained during the term of the Work Order and removed upon Work Order Completion.

5. Working Space:



- a) The Contractor shall provide, on the premises, Working space for his own use, for each Subcontractor and for such other Contractors as may be employed by the County with sufficient space for benches, tools, material storage and for such other purposes as may be required to properly perform and expedite the Work. Allocation of such Work areas shall be approved by the County.
- b) The Contractor shall maintain throughout the construction period, all Work areas in a clean and orderly condition and take whatever precautions may be necessary adjacent to new Work. Where construction materials are to be stored or Work performed in working space outside the building, the Contractor shall provide necessary protection for walks, pavement, etc. Any damage to Work due to improper protection shall be cleaned, repaired or replaced by the Contractor at no additional expense to the County.

6. Parking Restrictions:

Contractor's vehicles shall be marked with company logo to preclude ticketing. Contractor shall not allow employee personal vehicles at the staging or immediate work areas. Additional parking in the general vicinity of the facility will be assigned if required.

The Contractor shall at all times require his employees to park their automobiles in a legal manner.

F. Health Safety and Sanitation

1. Environmental Control: In performing the Work under the Contract, the Contractor shall become thoroughly familiar with all Federal, State and Local statutes, ordinances and directives with respect to the elimination of excessive noise and pollution of air, water and soil due to his construction and other operations.
2. Sanitation: The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.
3. Clean Up:
 - a) During the construction, the Contractor shall keep the Work site and adjacent premises as free from material, debris and rubbish as is practicable and when directed, shall immediately remove same entirely when, in the opinion of the County, such material, debris, or rubbish constitutes a nuisance, a safety hazard or is objectionable in any way to the public. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.
 - b) When required by the Plans or Specifications, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.
 - c) Haul roads, streets and public areas shall be swept daily.
 - d) The interior of buildings shall be vacuum cleaned prior to the start of finish painting. Continue vacuum cleaning thereafter on an as-needed basis until the building is ready for acceptance.



- e) Failure of the Contractor to comply with the Project Manager's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.
 - f) Interior work in any occupied buildings will require that the desks, file cabinets and other work surfaces be covered while the work is taking place.
 - g) Contractor shall be solely responsible for and shall assume all liability for off-site disposal of any Hazardous Materials and wastes generated as a result of Contractor's construction activities.
 - h) Upon completion and before final acceptance of the Work, the Contractor shall remove from the site of the Work and adjacent premises all machinery, equipment, surplus materials, excavated and useless materials, rubbish, temporary buildings, barricades and signs and shall restore the site to the same general conditions that existed prior to the commencement of his operations. The cost of final cleaning up will not be paid for under any specific scheduled item but shall be included in the prices bid for the various items, or included in the Contract lump sum price as the case may be.
 - i) The Contractor shall clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt and any other foreign materials deposited or accumulated on any portion of his Work, or existing Work due to Contractor's operations.
4. Final Cleaning.
- a) At the completion of the work, the Contractor shall remove all waste materials and rubbish from and about the project, as well as all tools, construction equipment, temporary facilities, machinery, and surplus materials.
 - b) At completion of construction and just prior to final inspection, the Contractor shall thoroughly clean the interior and exterior of the buildings, including hardware, floors, roofs, sills, ledges, glass, or other surfaces where debris, plaster, paint, spots, and dirt or dust may have collected. All glass shall be washed clean and polished. Remove all grease, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces. Repair, patch, and touch up marred surfaces to match adjacent finishes.
 - c) The Contractor shall use only experienced workmen or professional cleaners for final cleaning. He shall use only cleaning materials recommended by the manufacturer of the surface to be cleaned, and use cleaning materials only on surfaces recommended by the cleaning material manufacturer.
 - d) The Contractor shall broom-clean all paved surfaces and rake-clean other surfaces of grounds.
 - e) The Contractor shall replace air conditioning filters if units were operated during construction, and clean all ducts, blowers, and coils if air conditioning units were operated without filters during construction.
 - f) After cleaning, the Contractor shall maintain the building in a clean condition until it is accepted by the Agency.
5. Fire protection shall comply with all fire regulations and shall include the



following:

- a) An ample number of suitable, fully charged fire extinguishers shall be provided as approved. Contractor shall also provide water type fire extinguishers for combustible materials in case of fire prior to daily removal of debris from the site.
 - b) All tarpaulins or other protective coverings shall be of approved flameproof material.
 - c) Not more than one (1) day's supply of flammable liquid including oil, gasoline, paint or solvent shall be brought to the site at any one time. All 110 degree F., or below, flash point liquids shall be confined to "U.L." approved safety cans. No open fires of any type will be permitted.
6. Glass Breakage: All glass broken or damaged during construction shall be replaced by the Contractor or Subcontractor responsible for the breakage or damage. In the event responsibility cannot be determined, the Contractor shall make all such replacements without additional cost to the County.

G. Public Convenience

1. All hauling and operations of equipment and all other necessary operations under this Contract shall be so conducted as to cause a minimum of noise, vibration and inconvenience to the normal activities of the occupants of property and buildings in the vicinity of the Work. Whenever the County determines that any type of operation constitutes a nuisance, the Contractor shall, immediately, proceed to conduct his operations in an approved manner.
2. The Contractor shall, at all times, conduct the Work in such a manner as to insure the least obstruction to vehicular and pedestrian traffic. Normal vehicular and pedestrian traffic on all adjacent streets, bridges, overpass structures and ramps shall be maintained at all times during the performance of the Work under this Contract. Whenever such obstruction or interference is unavoidable, attention is called to the necessity of obtaining permits from the appropriate municipal or public County before proceeding with the Work. Wherever necessary, the Contractor, at his expense, shall provide all temporary facilities that may be required to maintain vehicular and pedestrian traffic and access to all property.
3. Whenever any part of a street is obstructed or closed to traffic, the Contractor shall provide, erect and maintain all of the approved barricades, signs, lights and reflectors necessary to provide safe and convenient public travel. The Contractor shall also provide any flagmen that may be required for warning and directing traffic.
4. The County may at any time require additional provisions if such are deemed necessary for public safety or convenience.
5. The Contractor will be held responsible for all damage or injury, even though barricades, signs, lights, reflectors and flagmen are furnished as herein specified.

H. Health and Safety

1. The Contractor shall comply with the requirements of Regulations 29 CFR Part 1926 (Originally CFR Part 1518) - Safety and Health Regulations for Construction of the Williams-Steiger Occupational Safety and Health Act of 1970 (Federal, OSHA). Copies may be obtained from the Regional Administrator of the Department of Labor, Federal Office Building, Ventura,



California.

2. The Contractor's attention is directed to the "Health and Safety Act" of the State of California, approved March 16, 1936 and as subsequently amended. The rules pursuant to this Act are on file with the Secretary of State of California and are identical in every respect with the standards in effect under the Federal OSHA law, pursuant to orders of the California Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health and safety of all persons employed under the Contract. Compliance with such act standards and rules is a required condition of this Contract.
3. When the use of explosives is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives. All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked.
4. The Contractor shall comply with the California "Toxic Substances Disclosure to Employees Act" for any substance(s) produced, used or stored in any manner where County employees may be exposed. At least forty-eight (48) hours prior to any potential exposure, the Contractor must furnish the County with "Material Safety Data Sheets" (MSDS) for any substance covered by the Act. The County may require the Contractor to post signs or placards which identify the toxic substance(s) present.
5. Stove heaters in temporary offices and sheds shall be properly installed to protect combustible walls, floors and roof.

I. Storage

1. Storage of Materials:
 - a) If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and fitness for the Work. All stored materials shall be inspected at the time of use in the Work even though they may have been inspected and approved before being placed in storage. The Contractor may store materials in the areas provided as working areas by the Specifications. If no areas are provided, or if the areas provided are insufficient, the space required shall be provided by the Contractor at his expense. Upon completion of the Work, storage sites and working areas shall be cleaned and restored to their original condition by the Contractor at his expense.
 - b) All materials and equipment shall be received at the Project site undamaged. The County shall have the right to reject any method of packing and shipping which, in his opinion, will not adequately protect the materials and equipment against damage while they are in transit or storage or which will damage existing structures.
 - c) Only such materials and equipment as are necessary for the construction of the Work, as determined by the County, shall be placed, stored, or allowed to occupy any space at the site of the Work. If gasoline, flammable oils, or other highly combustible materials are to be stored at the site, they shall be stored in approved safety containers and placed where directed by the County. Compressed gas cylinders shall also be properly secured and stored



- d) All materials or plant used in the construction of the Work shall be so placed as to allow free access to all fire hydrants, water valves, gas valves, manholes that are part of electric, telephone and telegraph conduit lines and all fire alarm and police call boxes in the vicinity.

2. Storage Sheds:

The Contractor and each Subcontractor shall provide suitable watertight storage sheds for their own use as required. The Contractor and each Subcontractor shall be responsible and pay for extending electric services to their storage shed; however, such electrical Work shall be performed by a licensed electrical Subcontractor. Materials stored in the open shall be arranged in an orderly manner and properly protected.

J. Equipment

1. Equipment:

All equipment owned or controlled by the Contractor, which is proposed to be used on the Work, shall conform to the specifications for specific items of equipment. If not specified, equipment to be used on the Work shall be subject to the approval of the County under Article XII. C. 3. "Material and Equipment Testing and Inspection." The measure of capacity and efficiency of machinery and equipment shall be its actual performance on the Work. In case the actual progress at any time should fall behind the estimated progress, as outlined in the time schedule or should it become apparent that the construction progress is such that the Contractor will be unable to complete the Work within the time specified in the Contract, the County may require that additional equipment meeting with his approval, be placed on the Work.

2. Welding:

- a) No welding, flame cutting, or other operations involving use of flame, arcs, or sparking devices, will be allowed without adequate protection, subject to approval of the County.
- b) All combustible or flammable material shall be removed from immediate working area. If removal is impossible all flammable or combustible materials shall be protected with a fire blanket or suitable non-combustible shield to prevent sparks, flames or hot metal from reaching flammable or combustible materials.
- c) The Contractor shall provide necessary personnel and equipment to control incipient fires resulting from welding, flame cutting, or other sources involving use of flame, arcs, or sparking devices.
- d) All welders must be certified within the last eighteen months.

3. Temporary Stairs, Ladders and Equipment:

- a) The Contractor shall furnish and maintain all equipment such as temporary ladders, ramps, runways, hoists, scaffold, and similar items required for proper execution of Work. All such apparatus, equipment and construction shall meet all requirements of Federal, State and Local Laws concerning the safety and protection of employees. Also, any and all rules, regulations and directions of the County, applicable thereto, and all other authorities having jurisdiction over same.
- b) No hoist, scaffolding or other equipment shall be erected at such location as will interfere with or affect general construction or progress of other trades.



- c) Hoists, scaffolding or other equipment shall be located at sufficient distance from exterior walls to prevent staining or marring of any permanent Work.
 - d) All suspended scaffolding and staging shall be lowered to ground level at the end of each Work day.
- 4. Temporary Barricades and Enclosures:
 - a) The Contractor shall provide temporary barricades or enclosures as required during the progress of the Work to protect personnel and separate Work areas from the balance of building and other areas.
 - b) Temporary Work screens or enclosures shall be provided, erected and maintained by the Contractor, to separate pedestrian or vehicular traffic and building areas free of noise, debris, dirt, etc. resulting from this Work, including provisions of all required protection for passersby and building occupants against all danger of injury, as approved by the County.
 - c) All protective measures shall be erected and maintained in accordance with the requirements of County, State and Federal authorities and as directed by the County.

K. Access to Buildings

- 1. It shall be the Contractor's responsibility, through arrangements with the County and appropriate County staff, to obtain access to buildings and facilities and arrange for the buildings to be opened and closed. It shall be the Contractor's responsibility to arrange for adequate security of the building(s) at the end of each work day, on weekends and at all other appropriate times.
- 2. The Contractor shall be required to submit to the County, 24 hours prior to starting any project requiring access to any public building, the names and other information for each workman to be used on each Work Order. When the work is to be done on a Correctional facility the submittal shall be made 72 hours prior to the start.
- 3. It is the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit the entrance of personal other than the Contractor's employees engaged in the performance of assigned work in those areas.
- 4. Provisions associated with this clause may be applied at the subcontractor level when authorized by the County staff.

L. Cooperation Between Contractors

- 1. If separate Contracts are let? for Work within or adjacent to the Project site as may further be hereinafter detailed in the Contract Documents, each Contractor shall conduct his Work so as not to interfere with or hinder the progress of completion of the Work being performed by other Contractors.
- 2. The Contractor shall assume all liability, financial or otherwise, in connection with this Contract, and shall protect and save harmless the County from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same improvement. The Contractor shall assume all responsibility for all Work not completed or accepted because of the presence and operations of other Contractors.
- 3. The Contractor shall as far as possible arrange the Work and placement and



disposal of the materials being used, so as not to interfere with the operations of other Contractors within or adjacent to the limits of the Project site. He shall join the Work with that of others in an acceptable manner and shall perform it in proper sequence to that of others.

M. Site Preparation and Cleanup

1. The Contractor shall, at its own expense:
 - a) Coordinate with the County on a sequence of procedures for gaining access to the premises, space for storage of materials and equipment, work of materials, use of approaches, corridors stairways, and similar features of a structure. This coordination is required prior to commencement of work at a time directed by the County.
 - b) Move the furniture and portable office equipment in the immediate work area to a designated location prior to start of Work, and replace these items to their original location upon completion of the Work. The Contractor will be liable for damages incurred while moving furniture and equipment, and be responsible for contacting appropriate agencies for movement of vending machines.
 - c) Perform clean up and site restoration prior to final walk-through inspection. All projects shall be delivered in a clean, orderly and usable condition.

N. Preventing Entry Of Odors And Material Into Interior Spaces

1. The Contractor shall have the responsibility for planning and performing his work with proper work methods, preparations and precautions so as to totally prevent entry of any odors, dust or materials resulting from the Contractors activities into the facility interior. The Agency will cooperate with respect to controlling closure of doors and windows and operation of HVAC equipment as feasible while continuing to support the requirements of Agency operations. The contractor shall develop and submit his specific plan to accomplish this responsibility.
2. The contractor shall also use care when choosing materials for use intended for interior work. These materials shall be such that the odors are minimized.
 - a) Mechanical units shall generally not be shut down for any work except for those which must be temporally removed or lifted during repair or servicing as part of the work. This will also include the extending of any roof intakes to an elevation of 10' above the roof surface, as necessary. All such work shall be pre-approved by the Agency Project Manager.

XIV. INDEMNITY, INSURANCE, AND BONDS

A. Indemnity

The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the County of Ventura, its officers, agents, and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the Contract (including but not limited to such liability, costs, damage, loss, claim, or expense arise from the death or injury to an agent to employee of the Contractor, subcontractor, or the County of Ventura, or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the County of Ventura), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or



wrongful acts of the County of Ventura or any of its agents or employees, other than negligent omission or commissions of the County of Ventura, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the County of Ventura, any and all of the County of Ventura's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the work place or safety of materials or equipment supplied by the County of Ventura or others at the direction of the County of Ventura and used in the performance of the work hereunder.

B. Insurance Requirements

1. The Contractor shall comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State or Federal acts or laws applicable; and shall indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.
2. All insurance required shall be issued by a company or companies authorized to transact business in the State of California which have a BEST rating of B+ or higher and a Financial Size Category (FSC) of VII or larger.
3. Worker's Compensation Insurance and Comprehensive Liability Insurance (bodily injury, personal injury and property damage) including automobiles and including liability assumed by Contract, is to be procured and maintained at the sole expense of Contractor during the performance of any work or activities under this contract.
4. Policies of insurance shall provide that ten (10) days advance notice of any reduction or cancellation of coverage shall be provided to the County of Ventura. The Agency and the County of Ventura, including its boards, all special Districts governed by the Board of Supervisors, agencies, departments, officers, consultants, employees, agents and volunteers, shall be named as Additional Insured as respects work done by the Contractor under the terms of the Contract on all policies required (except Workers' Compensation. The protection afforded to the County of Ventura shall be primary insurance protection and not contributing with any other valid and collectible insurance of the County of Ventura. Written proof of said insurance shall be furnished to the County of Ventura by the successful bidder.
5. The Contractor shall indemnify the County of Ventura, its officers, agents and employees from all loss, damage, liability, costs and expense to which any such parties may be put by reason of any negligent or wrongful act or omission on the part of the Contractor's employees engaged in the work to be done hereunder in supervising the erection or installation of any apparatus which may be required by or incidental to performance of this Contract.
6. Waiver of Subrogation Rights: Contractor agrees to waive all rights of subrogation against the Agency, the County of Ventura, its boards, districts, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the activities or Work performed by Contractor under the Contract (applies only to Workers' Compensation and Commercial General Liability).



General Conditions

7. Insurance: Contractor shall carry, and shall require all of this subcontractors to carry insurance in limits or amounts not less than the following:

<u>Type of Liability</u>	<u>Limit of Insurance</u>
Bodily Injury except Auto	
Each Person	500,000
Each Occurrence	1,000,000
Aggregate Completed Operations and Products Only	1,000,000
Property Damage except Auto	
Each Occurrence	250,000
Aggregate	500,000
Bodily Injury - Auto	
Each Person	500,000
Each Accident	1,000,000
Property Damage Liability - Auto	
Each Accident	250,000

or in lieu of all above:

<u>Type of Liability</u>	<u>Limit of Insurance</u>
Combined Single Limit Bodily Injury & Property Damage	
Each Occurrence	5,000,000
Aggregate	5,000,000
Worker's Compensation Insurance	Statutory

Policies of subcontractor shall be subject to the same requirements and provisions outlined above applying to Contractor.

Contractor shall require his subcontractors to afford the same degree of indemnification to the County of Ventura that is required on Contractor, and shall incorporate identical indemnity provisions in all contracts between Contractor and his subcontractors.

C. Other Insurance

There may be projects that the Contractor will perform which will require additional insurance. The County will consult with the Contractor and the County's Risk Management Department to determine what insurance coverage is required. In the performance of these projects the Contractor will be required to provide insurance coverage with types and limits set by the County. The Contractor will secure this insurance coverage and provide certificates prior to starting the work. Upon the receipt



of invoices from the Contractor's insurance provider, the Contractor will submit copies of the invoices and will then be reimbursed for the direct cost of the insurance with no mark-up.

D. Performance and Payment Bonds

1. Before execution of the contract by the County, the Bidder shall file with the County surety bonds satisfactory to the County in the amounts and for the purposes noted below. Bonds shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The Bidder shall pay all bond premiums, costs, and incidentals.
2. Each bond shall be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.
3. The Bidder shall provide a good and sufficient surety bond. The "Payment and Performance Bond" (Material and Labor Bond) shall be for the Maximum Contract Value, adjusted annually to reflect the percentage change in the California CPI since January, 1998 to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work and to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the County, and that all materials and workmanship will be free from original or developed defects. The bond shall be maintained by the Contractor in full force and effect until the work is accepted by the County, and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.
4. Should any Surety at any time be unsatisfactory to the County, notice will be given to the contractor to that effect. No further payments shall be deemed due or will be made under the contract until a new Surety shall qualify and be accepted by the County.
5. Changes in the work, or extensions of time, made pursuant to the contract, shall in no way release the Contractor or Surety from their obligations. Notice of such changes or extensions shall be waived by the Surety.
6. Bonds shall be on the forms furnished by the County. The bonding company's Attorney-in-Fact shall have a power-of-attorney filed with the Ventura County Clerk. An acknowledgment by a Notary Public that the person signing the bond is an Attorney-in-Fact for the bonding company shall be attached to each bond.
7. The Materials and Wages bond must remain in effect until the expiration of six months after the period in which verified claims may be filed as provided in Section 1192.1 of the code of Civil Procedure, and the performance bond must be paid up and in effect for one year after the acceptance of the job by the County.

XV. EVENTS OF DEFAULT AND TERMINATION

A. Project Manager's Right

The County may notify and recommend to the Project Manager that in the County's opinion the Contractor has committed an event of default. Whether to declare the Contractor in default is within the sole discretion of the Project Manager.

B. Events of Default

The Contractor's failure to perform any of its obligations under the Contract, including



but not limited to the following, are events of default:

1. Failure to begin the Work at the time specified.
2. Failure to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the completion of Work or any part of the Work within the time specified by the Contract.
3. Failure to perform in accordance with the Contract Documents.
4. Failure to remove materials, or to promptly repair or replace Work that was rejected as defective or unsuitable.
5. Unauthorized discontinuance of the Work.
6. Insolvency, bankruptcy or assignment for the benefit of creditors that negatively impacts Contractor's ability to pay Subcontractors or perform the Work.
7. Failure to pay Subcontractors or material suppliers.
8. Failure to carry on the Work in a manner acceptable to the County.
9. Failure to observe federal, state, or local safety and security requirements.
10. Failure to comply with any other term of the Contract that states an event of default or failure to comply with any term of the Contract in any material respect.

C. Notices

If there is an event of default the Project Manager, in his sole discretion, may send the Contractor notice under either subparagraph C., 1. or C., 2.

1. Contractor's Notification of Termination for Default: If there is an event of default as defined in Paragraph B., the Project Manager may, at his sole discretion, notify the Contractor in writing that the Contract is terminated. The Division Manager's decision and declaration of default shall be final and effective. Written notification of the default and termination of the Contract shall be provided to the Contractor and Surety Company by the Project Manager.
2. Notice and Cure: In the event the Project Manager gives the Contractor notice in writing of actions constituting default, under this Provision XV., D., the Contractor must cure the default within ten (10) days of receipt of the notice from the Project Manager. If the Project Manager receives written notification from the County that the Contractor has not cured the default set out in the notice within the ten day cure period, the Project Manager may declare that the Contract is terminated for default. The Project Manager's declaration of termination shall be final and effective. Written notification of notice to cure and termination for default shall be provided to the Contractor and Surety Company by the Project Manager. The failure of the Project Manager to default the Contractor within ten days does not waive the County's right to terminate pursuant to the cure notice. The Project Manager's decision and declaration of default shall be final and effective. Written notification of the default and termination of the Contract shall be provided to the Contractor and Surety Company by the Project Manager.

D. Remedies

Upon an event of default as defined in Provision XV., B., the County may invoke any or all of the following remedies:

1. The right of set off against any payments due or to become due to the



Contractor, or retention.

2. The right to take over and complete the Work, or any part thereof, either directly or through others. The County may use the Contractor's Subcontractors, material and equipment to complete the Work as indicated herein. Upon the Project Manager's notification to the Contractor that the County intends to invoke this remedy, any and all rights to the Contractor may have in or under its subcontracts shall be assigned to the County. The sole obligation accepted by the County under such Subcontractors shall be to pay for Work satisfactorily performed after the date of the assignment. In the event a conditional assignment has not been executed, the Contractor shall execute, or cause to be executed, any assignment, agreement, or other document which may be necessary, in the sole opinion of the County's legal counsel, to evidence or effect compliance with these provisions. The Contractor shall promptly deliver such documents upon the County's request therefor. In the case of any subcontract so assigned and accepted by the County, the Contractor shall remain liable to the Subcontractors for any payment already invoiced to and paid by the County, and for any claim, suit, or cause of action based on or the result of any error, omission, negligence, fraud, willful or intentionally tortuous conduct, or any other act or omission, or breach of Contract by the Contractor, its officers, employees, agents, and other Subcontractors, arising prior to the date of assignment to the County, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. The Contractor shall notify its Subcontractors of these requirements.
3. In the event of termination, all costs and charges incurred by the County, together with the cost of completing the Work, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the Contract, if it had been completed by the Contractor and had not been forfeited by the Contractor, then the Contractor shall be entitled to receive the difference, subject to any claims or liens thereon, which may have been filed or any prior assignment filed with it. In case the expense incurred by County shall exceed the sum which would have been payable under the Contract, the Contractor and the surety shall be liable and shall pay to the County the amount of such excess.
4. The right to terminate the Contract as to any or all of the Work yet to be performed.
5. The right of specific performance, an injunction, or any other appropriate equitable remedy, as may be applicable.
6. The right of money damages, including but not limited to all expert witness or other Consultant fees, court costs, and reasonable attorney's fees which the County may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an Event of Default hereunder.
7. The right to withhold all or any part of the Contractor's compensation to be awarded by the County.

E. Non-Exclusive

The County's remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, by law, or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, nor shall it be construed as



a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

F. Court Determination

In the event the Contractor is terminated by the County for default pursuant to paragraph "C., 1." or "C., 2." and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under paragraph "G." and the provisions of paragraph "G." shall apply.

G. Termination for Convenience

1. The County, through the Project Manager, reserves the right, for its convenience, to terminate the Work of the Contractor by written notice stating the effective date of such termination. Immediately upon receipt of such notice, the Contractor shall then provide similar written notice to the affected Subcontractor(s); whereupon such Contractor and Subcontractor(s) shall, except for services necessary for the orderly termination of the Work: (i) stop all Work and place no further order or Subcontracts for materials, services, equipment or supplies; (ii) assign to the County, in the manner and to the extent directed, all of the rights of the Contractor(s) under Work Orders, purchase orders and subcontracts or sub-subcontracts relating to the portion of the Work that has been completed; (iii) terminate Work Orders, purchase orders and subcontracts or outstanding to the extent that they relate to the Work and are not assigned to the County; (iv) take any action necessary to protect property in the Contractor's possession in which the County has or may acquire an interest; and (v) take any other action toward termination of the Work which the Project Manager may direct.
2. In the event that all or a portion of the Work of the Contractor is terminated pursuant subparagraph G., 1. The Contractor shall be entitled to payment of those costs relating to the completed portion of the Work as hereinafter defined. The County shall thereafter pay to the Contractor, subject to the limitations herein set forth, the sum of the following costs which represent the respective interest of the Contractor to the completed portion of the Work:
 - a) Portion of the amount of the Work Order(s) related to the Work completed by the Contractor immediately prior to Notice of Termination less the payments for progress or changes previously made.
 - b) Expenses incurred for which the Contractor is liable as the result of termination by Contractor of purchase orders or subcontracts related to the Notice of Termination.
 - c) No payment shall be made for Work not actually performed. Deductions will be made by the County for any amounts previously paid to Contractor and for any amounts which may be due the County, or which County may offset or withhold by the terms hereof.
 - d) The total amount of all payments to the Contractor shall not exceed in any event, the proportion of the Work actually performed (including materials delivered to the Project Site minus credits for returned goods or canceled orders) at the date of termination bears to the entire Work to be performed hereunder. Any payment to Contractor under this Subparagraph shall be made in accordance with the provisions of the "Payments" Section of this Contract.
3. After receipt of a notice of termination for convenience, Contractor shall submit



to the County its written termination claim in the form and with the supporting documentation the County may require such as invoices, certified payrolls, receipts and other proof of expenditures. Such claims shall be submitted promptly, but in no event more than ninety (90) days after the effective date of termination. Failure to submit a claim within ninety days after the effective date of termination shall constitute a waiver of the claim.

XVI. MISCELLANEOUS

A. General Provisions

1. Counterparts: This Contract is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.
2. Amendments: No changes, amendments, modifications, cancellation, or discharge of this Contract, or any part thereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.
3. Governing Law: This Contract shall be governed in accordance with the laws of the State of California. The Contractor hereby irrevocably submits, and shall cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County, State of California, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that service of process on the Contractor may be made, at the option of the County, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor.
4. Assigns: All of the terms and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.
5. Cooperation by Parties: The parties hereby agree to use their best efforts and good faith in the performance of this Contract and to cooperate with each other in the completion of the Work hereunder. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors shall be bound by the provisions of this Contract.
6. Joint and Several Liability: In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor shall be the joint and several obligation or undertaking of each such individual or other legal entity.
7. Miscellaneous Provisions: Whenever under this Contract the County by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the County's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instance of the performance, requirement or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the County may have waived the performance, requirement or condition.



General Conditions

B. Disputes

The Contractor and the County shall make a good faith effort to resolve any disputes relating to or arising under the Contract.

In the event of any dispute between the Contractor and the County which the Contractor and the County have attempted, but been unable to resolve including without limitation changes, time extensions, claims, allowable costs, or any other issues of fact or Contract interpretation based upon, relating to or arising under the contract, a written request must be submitted to the Purchasing Agent by the Contractor for resolution.

C. Notices

Notices provided herein, unless expressly provided for otherwise in this Contract, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

1. If to the County: County of Ventura, Attn.: Project Manager and Manager, GSA Projects Group.
2. With Copies to: Procurement Services.
3. If to the Contractor: The address identified on their Bid.
4. With Copies to: The Surety.

Notices delivered by mail shall be deemed effective three (3) days after mailing in accordance with this Provision. Notices delivered personally shall be deemed effective upon receipt. The addresses stated herein may be revised without need for modification or amendment of this Contract, provided written notification is given in accordance with this Provision.

- END OF GENERAL CONDITIONS -



PROPOSED CONTRACTOR DAILY WORK PLAN AND SCHEDULE

TO AGENCY PROJECT MANAGER: _____

CONTRACTOR: _____

PROJECT: _____ PURCHASE ORDER # _____

FACILITY: _____ DATE(S) OF WORK: _____

(FOR THIS PLAN)

M T W T H F S S

1. Contractor responsibilities to pre-schedule all work at Agency Facilities and to plan and perform all work without hazard to occupants or disruption to Agency operations as summarized on the back of this form are acknowledged.

2. Full-time on-site Supervisor: _____ Mobile# _____ Pager# _____
Senior Manager # _____
Emergency (after hours) _____

3. Crew size: _____ Number of Vehicles: _____

4. Time of arrival on site: _____ Time of departure: _____
Break times (absent from work-site) _____

5. Listing of Work tasks to be performed these date(s) Applicable Risk Codes

6. We have indicated Risk Codes above for each task as applicable or potential: corresponding Form C-1, C-2, C-3:

____ Are attached: ____ See Agency PM Submittals

HM - Hazardous Materials will be used for task PO - Pre-planned Outage required
PD - Planned disruption to Agency operations OF - Task involves open flame operation
AB - Airborne odors or dust possible SO - Spray operations required
NO - Noisy operation AC - HVAC may be impacted
OR - Other possible risks: see Forms C-1 & C-2 NA - No risks

7. Facility areas where work will be performed this date(s):

8. HazMat Products (list by brand name & quantity) to be used and/or staged on the Agency work site for these tasks; see Form C-3 for complete description:

9. The following impacts or Risks to HVAC systems and indoor air quality exist for tasks indicated; See Form C-2.

10. The following preplanned outage(s) is confirmed for this work date(s); See approved Form C-4 in Agency PM submittals.

Specific System or equipment to be secured Start time/date Duration

Submitted by: _____ Phone # _____ Fax #: _____

Signature: _____ Date Submitted: _____



Sample Forms

___Approved___Not approved, resubmit

Outages will be initiated at site by: _____

Access to work areas(s) will be provided by: _____

Comments:

Agency Project Manager

Date

cc: Contractor, MS, PY, PE

GSA Contractor Form C



**KEY GENERAL PROVISION REQUIREMENTS
FOR CONTRACTOR WORK AT OCCUPIED
COUNTY OF VENTURA FACILITIES**

- A. Safety of occupants and continuity of normal Agency operations at the facility shall be the primary concern of Contractor and Agency at all times when planning and performing contract work. This summarizes Key General Provision Requirements for all GSA Purchase Order contracts with a Construction Contractor (refer to related contract specifications) and/or establishes such minimum requirements for minor work and BPO contracts which do not have detailed specifications.
- B. **WORKPLANS:** Any Contractor performing work at occupied County of Ventura facilities is required to provide advance notice of his proposed specific daily Work Plan(s) and Schedule(s) in sufficient time for Agency review and coordination. Contractor shall not commence each proposed daily Work Plan without prior written approval by Agency Project Manager.
1. Contractor may utilize the Form C format on the reverse for proposing each daily Work Plan or may substitute his own project management format which includes the same minimum information.
 2. Provide a separate Work Plan for each workday(s) for which tasks to be performed or risks differ. Attach sketches or additional formats as desired, to explain tasks and work areas.
 3. If Forms C-1, C-2, C-3 & C-4 as applicable to the Work Plan tasks are not on file with Agency PM as project submittals, complete and attach to each proposed Work Plan.
- C. **RISKS:** The Contractor shall plan and perform all work without hazard to facility occupants including Agency employees and public visitors and without disruption to normal Agency operations.
1. Contractor shall complete a "PROJECT RISK & IMPACT CHECKLIST", Form C-1, to clearly identify and notify the Agency of all such risks inherent to his work.
 2. Contractor shall complete a TASK PLAN-RISK OR DISRUPTION, Form C-2, for each task of his work which has risk of hazard to occupants or disruption to Agency operations. Contractor shall develop and propose his specific plan to minimize and mitigate such risks, subject to Agency approval.
- D. **HAZARDOUS MATERIALS (HM):** Contractor shall select least hazardous HM products only as essential for his work and shall limit quantities staged on the Agency work site only as necessary to sustain his work scheduled each day.
1. Contractor shall clearly notify Agency of his intent to use specific HM products on Agency site by providing a complete listing of all HAZARDOUS MATERIALS PROPOSED TO BE USED FOR PROJECT WORK, Form C-3. Attach copies of manufacturer product cut sheets and MSDS for each product. All Contractor use and presence of proposed HM products at the Agency site is subject to prior Agency approval.
 2. Contractors on-site supervisor shall maintain a copy of the approved Form C-3 and a copy of the MSDS for each HM product on-site readily available to provide to emergency response personnel if such situation should occur.
- E. **OUTAGES AND PLANNED DISRUPTION TO AGENCY OPERATIONS:** All outages to operating utility systems and plant equipment, all work disrupting normal vehicle or pedestrian access, and all work in occupied areas of the facility will be scheduled in advance by the Agency for the convenience of the Agency. Contractor shall plan his work to minimize such requirements only as essential to his work.
1. Contractor is specifically not authorized to secure any part of an operating utility system or plant equipment unless Agency Project Manager has issued specific written direction and approval for each situation. The actual outage to operating utility systems or plant equipment will normally be initiated by Agency Maintenance staff per the approved outage plan and approved Work Plan.



2. Contractor shall clearly identify each specific outage required by prior submittal of a PROPOSED OUTAGE PLAN, Form C-4 and each situation of work tasks requiring disruption to normal Agency operations by prior submittal of a Task Plan, Form C-2. Contractor shall coordinate advance scheduling with the Agency PM. If Contractor has not determined specific scheduling date(s) at time of project submittals, indicate approximate period or sequence relative to other tasks and indicate all other aspects of Contractor's plan on the forms. This permits Agency coordination and feedback of acceptable scheduling during the submittal review process.
3. For approved Task Plan(s), Form C-2, Contractor shall confirm his specific scheduling of each task per his daily Work Plan(s), Form C submittal. Agency PM approval of the Work Plan serves as authorization to Contractor to directly proceed with the task.
4. Contractor shall submit each Outage Plan, Form C-4, indicating his proposed scheduling date, or resubmit the preliminary Outage Plan with his proposed scheduling date when determined. Allow at least one week for Agency review and approval on routine outages; more for critical outages. Agency will determine and indicate the actual scheduling date, time, and duration when approving Form C-4. For approved Outage Plans, Contractor shall confirm his preparations and intent to proceed with each scheduled outage via his Work Plan, Form C, submittal for that date; at least 2 working days prior.

Form C(R)



PROJECT RISK AND IMPACT CHECKLIST

PROJECT: _____ CONTRACTOR: _____

FACILITY: _____ SUBMITTED BY: _____ DATE: _____

Contractor shall attach a Risk Assessment Worksheet Form C-2, for each task of the work which requires or risks disruption to normal Agency operations at the facility or risks potential hazard to the occupants.

Circle One

- | | | |
|---------|-----|---|
| Y N N/A | 1. | Will any hazardous materials (HM) be used for the work? (Attach Hazardous Materials listing Form C-3, and MSDS sheets) |
| Y N N/A | 2. | Will HM be staged or stored on site? (Attach Form C-3) |
| Y N N/A | 3. | Will Hazardous Waste be generated and has disposal been arranged with HSLP? |
| Y N N/A | 4. | Will there be odors or fumes associated with HM? |
| Y N N/A | 5. | Are there seismic issues that need to be resolved? |
| Y N N/A | 6. | Will significant noise be caused by the work? |
| Y N N/A | 7. | Will dust, odor, or other airborne contamination be caused by the work? |
| Y N N/A | 8. | Distance to nearest HVAC intake or return? _____ feet. |
| Y N N/A | 9. | Is the contract work area open to employee work areas or public traffic areas? Are there elevator shaft vents or other gravity type vents near the work area into the Facility? |
| Y N N/A | 10. | Does the work require excavation? For what? _____ |
| Y N N/A | 11. | Does the work require demolition? Of what? _____ |
| Y N N/A | 12. | Have utilities below grade or in structures to be demolished been marked? |
| Y N N/A | 13. | Is a utility outage required? (Attach an Outage Request, Form C-4 for each outage) |
| Y N N/A | 14. | Is outage to HVAC, ventilation, or other plant equipment required? (Attach Outage Request, Form C-4) |
| Y N N/A | 15. | Have surfaces to be disturbed/demolished been tested for Asbestos Containing Materials (ACM)? |
| Y N N/A | 16. | Have painted surfaces to be disturbed been tested for lead content? |
| Y N N/A | 17. | Will any employee entry or public access entry be blocked or affected? |
| Y N N/A | 18. | Will normal traffic flow at the facility be impacted? |
| Y N N/A | 19. | Will contractor employees use any Agency facilities? |
| Y N N/A | 20. | Has Contractor staging and parking been assigned? |
| Y N N/A | 21. | Will Contractor use existing utilities? |
| Y N N/A | 22. | Will work result in any penetration of roofing or the placing or attachment of equipment on the roof? |
| Y N N/A | 23. | Will the work result in increased load on utilities or HVAC systems? |
| Y N N/A | 24. | Will the work require spray operations creating potential for property damage or airborne odors? |
| Y N N/A | 25. | Will the work require open flame or generate combustion by product? (Burn Permit required; attach Form C-2). |
| Y N N/A | 26. | Does fire/smoke detection system need to be deactivated? |
| Y N N/A | 27. | List other potential risks and hazards: |

Reviewed and acknowledged;
Comments:

Agency Project Manager: _____ Date: _____

Form C-1



TASK PLAN - RISK OR DISRUPTION

PROJECT: _____

CONTRACTOR: _____

FACILITY: _____ SUBMITTED BY _____

DATE: _____

Submit for each task which requires disruption to normal Agency operations at the facility or which creates a risk of disruption or potential hazard to employees and public visitors. Submit for all work in occupied areas of facility.

A. ☐ Planned disruption to Agency operations; work in occupied areas or access areas

☐ Risk of disruption/hazard

B. Describe required Contractor task & work area of facility involved:

C. When will this task be performed?

D. Describe the disruption/risks that will or may result:

E. What Contractor actions are planned to minimize/mitigate the disruption or risk?

☐ Schedule outside normal Agency operating hours.

☐ Other (describe):

F. What GSA maintenance or other Agency support is required?

G. PM assessment of Risk and Contractors plan:

☐ Approved ☐ Not approved, resubmit

☐ Requested Agency support will be scheduled per your Work Plan, Form C submittal for this task.

Comments:

Agency Project Manager: _____ Date: _____

Form C-2



HAZARDOUS MATERIALS PROPOSED TO BE USED FOR PROJECT WORK

PROJECT: _____ CONTRACTOR: _____
FACILITY: _____ SUBMITTED BY: _____ DATE: _____

For each, attach Manufacturer product cut sheet and MSDS Sheet.

<u>Generic Product Name</u>	<u>Manufacturer & Brand Name</u>	<u>Use/Purpose</u>	<u>Max Quantity</u>	<u>On Site</u>
-----------------------------	--------------------------------------	--------------------	---------------------	----------------

____ Approved ____ Not approved, resubmit
Comments:

Agency Project Manager: _____ Date: _____



PROPOSED OUTAGE PLAN

PROJECT: _____ CONTRACTOR: _____
FACILITY: _____ SUBMITTED BY: _____
DATE _____

1. Use to request each outage to Agency utility system or operating plant equipment which is essential to the work.
A. Final request for outage to be scheduled:
Proposed date: _____ M T W T H F S S Outage start time: _____ Duration: _____
Arrival time for preparations: _____ Site departure time: _____
On-Site Outage Supervisor: _____ Mobile # _____ Pager # _____
B. Preliminary request for submittal review (resubmit when above schedule known)
Prefer day(s) M T W T H F S S Probable period: _____
Prefer outage start time: _____ Required duration: _____
2. Identify exactly which part of what utility system(s) or plant equipment requires outage for this work:

3. What work/tasks will be performed during this outage:

4. Outage Staffing: Total Crew: _____
Including _____ Journeymen _____ (trade)
_____ Journeymen _____ (trade)
5. List key materials/equipment required for outage Status/Delivery Date

6. Which other project tasks must be completed prior to this outage:

7. Preliminary work to be done to minimize duration; will complete _____ days prior.

8. Describe Contractor's plan to stop the outage work and restore Agency system to normal operation in event of emergency condition or if work cannot be completed within scheduled duration:

9. Describe any final preparations to be done immediately prior to outage and follow-up work required immediately after outage.

10. Describe any change to normal operation or connected load of Agency utility system/plant equipment which will result from this outage:

FORM C-4

**AGENCY REVIEW/OUTAGE SCHEDULING**

- I. Project Manager Evaluation/Recommendations (Clients and systems impacted & extent):

Y N Project Manager will be on site for outage.

- II. OTHER REVIEWERS: PE _____ JP _____ PY _____

Recommendations: _____

- III. Scheduling Engineer review of Preliminary Request: SE _____ Date: _____

The requested outage can be accommodated: allow _____ weeks for scheduling.

Preferred/Required day(s): M T W T H F S S

Preferred/Required Start time: _____

Maximum planned duration _____ hours; Extendable: Y N

- IV. SCHEDULING ENGINEER ACTIONS. SE _____ Date _____

Outage is scheduled subject to following conditions:

1. Outage date: _____ M T W T H F S S

2. Duration: _____ hours, Start time _____ am/pm; completion time _____ am/pm

3. Specific Switches/CB's/Valves to be secured to implement outage:

4. Y N Agency will secure utility system/equip on-site to initiate outage:

Assigned to: _____; see w/o for related actions.

5. Y N Contractor is authorized to secure utility system/equipment and commence outage at time and manner indicated above.

6. Y N Agency will participate fully on-site in this key outage;

assigned on-site Agency Supervisor: _____

7. Upon completion of outage work, utility system/plant equipment shall be restored to normal operation by:

____ Contractor, upon completion notify: _____

____ Agency, assigned to: _____ see w/o for related actions.

8. Contractor outage work shall start promptly and shall be continuous during times indicated. If problems are encountered during outage work which may affect the approved duration, Contractor shall promptly notify Agency of such situation and his status:

a. Notify: _____

b. Y N Agency prefers to complete this outage as a single evolution and will consider Contractor's request for reasonable extension; make request one hour prior to scheduled outage completion. If No, or if extension is not approved at the time, Contractor shall terminate outage work to achieve a suitable interim operating status and shall restore the system/equipment to operation by scheduled completion time. Promptly reschedule a new outage to complete the work.



PRELIMINARY SUBMITTAL:

Resubmit for scheduling when proposed date determined; incorporate review comments noted above into your plan.

Comments:

Agency PM: _____

Date

FINAL OUTAGE SCHEDULING:

Approve as indicated above; confirm your preparation and intent to proceed with outage by submittal of a Work Plan, Form C at least 2 Work days prior.

Comments:

Agency PM: _____ Date: _____



Instruction to Bidders

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INSTRUCTIONS TO BIDDERS

(Job Order Contract)

1. Job Order Contract (JOC) - Overview

A Job Order Contract (JOC) is a competitively bid, firm fixed-price, indefinite quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established Unit Prices. The bid documents include a Unit Price Book containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, construction, etc., of buildings, structures, or other real property throughout the County. Ordering is accomplished by means of issuance of a Work Order against the Contract. The Contractor, under the JOC contract, furnishes management, labor, materials, equipment and engineering support needed to perform the work. The JOC contract includes a Unit Price Book (UPB). All of the Unit Prices incorporate prevailing County of Ventura wage and materials cost data.

Bidders will offer a pricing Adjustment Factor for both Normal Working Hours and other than Premium Hours (overtime) to be applied to the UPB Unit Price. These two Adjustment Factors will be proposed separately. The same two Adjustment Factors shall apply to every Pre-priced Task in the Unit Price Book. The UPB and the Contractor's Adjustment Factors will be incorporated in the awarded contract.

"Normal Working Hours" means standard shifts between the hours of 7:00 AM to 11:00 PM. Monday through Saturday inclusive. Sundays, and County holidays are excluded.

"Premium Hours" means Work done between the hours of 11:00 PM to 6:00 AM weekdays and any times during Sunday, and County holidays. It also includes non-standard shifts.

As Job Order Contract requirements are identified, the Contractor will jointly scope the work with the County. The County will prepare a Detailed Scope of Work and issue a Request for Proposal. The Contractor will be required to develop a Work Order Proposal for the Project including a Work Order Price Proposal, drawings and sketches, a list of subcontractors and suppliers, constructions schedule, and other requested documentation. The Work Order Price shall equal the value of the approved Work Order Price Proposal. The value of the Work Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks. This Work Order proposal will be reviewed in detail and compared with an independent County estimate. If the Contractor's Work Order Proposal is found to be reasonable and acceptable, a Work Order may be issued. The resulting price shall be a lump sum, firm fixed price for the completion of the Detailed Scope of Work. A Work Order will reference the Detailed Scope of Work and set forth the Work Order Completion Time, and the Work Order Price. The Work Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Work Orders. The Contractor is required to complete each Detailed Scope of Work for the Work Order Price within the Work Order Completion Time. A separate Work Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Work Order.

The JOC concept also includes a provision for the establishment of prices for work requirements that are within the general Scope of Work but were not included in the UPB at the time of contract award. These tasks are referred to as "Non Pre-priced items". Non Pre-priced (NPP) items may require the establishment of specifications and drawings and may subsequently be incorporated into the UPB.



2. **Pre-Bid Conference**

All Bidders are required to attend a Mandatory Pre-Bid conference in the County of Ventura GSA Training Room, Service Complex, 800 South Victoria Ave., Ventura, California, at **10:00 a.m. (PT) May 17, 2018** for the purpose of explaining the JOC concept, discussing JOC from the contractor's perspective, distribution of documents and answering questions.

3. **Contract Value**

There is no guaranteed minimum quantity of work which will be ordered under this contract. The Maximum Contract Value of these contracts for the 12 month contractual period is \$4,765,000.00 adjusted annually to reflect the percentage change in the California Consumer Price Index since January, 1998. There is no maximum value associated with individual Work Orders issued against this contract. The Contractor is not guaranteed to receive this volume of Work Orders. It is merely an estimate.

4. **Contract Performance Period**

- A. The contract term is 12 months or expenditure of the maximum potential value of the contract, whichever occurs first.
- B. This is a contract for the repair or construction of items specified in individual Work Orders, effective for the period of 12 months from the date of award. Work ordered prior to but not completed by the expiration of this contract will be completed with all provisions of this Contract still in force.
- C. Performance time for each Work Order issued under this Contract will be determined in accordance with Article IV Section E of the General Conditions.
- D. The County is entitled to and expects full contract performance from contract start date. Contractor should commence any mobilization activities as soon as practical after contract award, before work on individual Work Orders begins. However, on contract start date, Contractor must be fully operational and capable of starting work.

5. **Copies of Bidding Documents**

- A. The plans, specifications and proposal forms for this project are filed in the Purchasing Office and are by reference made a part of this Notice. Plans may be obtained online at <https://ventura.bonfirehub.com/portal/?tab=login>.
- B. Complete sets of Bidding Documents shall be used in preparing Bids; the County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. The Unit Price Book may be accessed through the website www.Buildingincloud.net. The website will enable the bidders to evaluate the UPB to establish their bid. A temporary login will be given at the Pre- Bid Conference.

6. **Qualifications of Bidders**

- A. Contractors must have a valid license, as issued by the Contractors' State License Board, **Classification B**. Proper license is required prior to award of contract in order to be considered a responsive bidder.
- B. Bidder is advised that it will be required to comply with **S.B. 854** (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:
 - 1. **REGISTRATION**. 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 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]

No contractor or subcontractor may be awarded a contract for public work on a public works project (job orders awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

2. **LABOR COMPLIANCE MONITORING.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor shall post job site notices prescribed by regulation. (See 8 California Code Regulation section 16451(d) for notice that previously was required for projects (job orders) monitored by the Compliance Monitoring Unit.

Contractors and subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects (Job Orders) issued on or after April 1, 2015, and for all public works projects (Job Orders), new or ongoing, on or after January 1, 2016.

7. **Examination of Contract Documents**

- A. Before submitting a Bid, each Bidder must:

1. examine the Contract Documents thoroughly,
2. familiarize himself with Federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and
3. study and carefully correlate Bidder's observations with the Contract Documents.

- B. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

8. **Interpretations**

All questions concerning this Bid should be submitted online at <https://ventura.bonfirehub.com/portal/?tab=login> under the "Messages" tab. Replies will be issued online under the "Messages" tab. Only questions answered by formal written Notice will be binding. Oral and other interpretations or clarifications will be without legal effect.

9. **Liquidated Damages**

Provisions for liquidated damages are set forth in Article VIII Section E of the General Conditions.

10. **Subcontractors**

- A. Contractors shall not submit a list of subcontractors with their bids. The Work Order Proposal submitted for each individual Work Order is the Contractor's offer to do work and shall contain a list of subcontractors for that particular proposal.
- B. In accordance with Sections 4100 to 4131, inclusive of the Public Contract Code of the State of California, the Contractor shall list, on a designated form, the name and business location of each subcontractor who will perform work and Subcontractor license number, labor or render service on the construction work in excess of one-half (1/2) of one percent (1%) of the total proposal amount of each Work Order proposal submitted.
- C. The Contractor will also include all subcontractors of any tier or value of work in the listing in section B. If the Contractor discovers that a listed subcontractor has employed a



subcontractor not listed at time of the Proposal, the Contractor must notify the County as soon as possible.

11. Bid Form

- A. The Bid Form is part of the Contract Documents contained in the volume Bidding Documents. **A complete Bidding Documents volume must be submitted for this contract.** All documents are posted on line under "files."
- B. The Bid Adjustment Factor of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- C. Bids by corporations must be executed in the corporate name by the President or a Vice-President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation shall be shown below the signature.
- D. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. And the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.

12. Bid Pricing

- A. Each bidder must submit a total of two Adjustment Factors in order to be considered responsive. One factor is for work anticipated to be accomplished during Normal Working Hours; and a second factor for work anticipated to be performed during Premium Working Hours. All Adjustment Factors are expressed as an increase or decrease from the published prices. **Note that the Premium Working Hours factor may NOT be less than the Normal Working Hours Adjustment Factor.** For informational purposes only, it is estimated that approximately thirty percent (30%) of the total work accomplished under this contract will be on an overtime basis.
- B. The bid shall be "net", (i.e. 1.0) or an adjustment "decrease from" (i.e. .95) or "increase to" (i.e. 1.2) to the Unit Prices listed in the UPB. Bidders who submit separate Adjustment Factors for separate line items will be considered nonresponsive and the bid will be rejected.
- C. The bidder's Adjustment Factor must contain allowances for overhead, profit, bond premiums, insurance, mobilization, proposal development, professional services and all contingencies in connection therewith, as no allowance will be made later for any other than Pre-priced or Non Pre-priced item Unit Prices.
- D. Any change in the applicable minimum hourly rates of wages during the contract period shall not affect the Unit Price to be paid by the County for work performed under the contract.

13. Bid Security

- A. Bid Security shall be made payable to Ventura County, in an amount of Twenty Five Thousand Dollars (\$25,000) and in one for the following forms:
 - 1. Cash
 - 2. A cashier's check
 - 3. A certified check
 - 4. A bidders bond executed by an admitted surety insurer



- B. Upon an award to the lowest responsible bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the County beyond 60 days from the time the award is made.

14. Submission of Bids

- A. Bids shall be submitted online indicated in the Invitation to Bid. Bid Surety must be scanned and included in BID package. Hard copy of Bid Surety must be delivered to the Ventura County Procurement Services at 800 S. Victoria Ave., M/S 1080, Ventura, CA 93009 before the bid due date and time.
- B. The awarding entity may consider informal any bid not prepared and submitted in accordance with the provisions herein. They also reserve the right to accept alternative bids when called for and when items are to be bid on as units, to accept the bid for the list of such items in its entirety or to accept any portion or portions of same.
- C. No mention shall be made of sales tax or use tax, as all bid prices submitted will be considered as including such tax.
- D. Bids that are illegible or that contain omissions, alterations, additions, qualifications or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Contract Documents, may be rejected as not responsive.
- E. The County may reject any bid not prepared and submitted in accordance with the provisions of the Contract Documents.
- F. The following forms, included in the Bidding Documents volume, comprise a Bid and must be submitted at the date and time identified in the advertisement.
 - Information Required of Bidders
 - Bid Form
 - Non-Collusion Affidavit
 - Bid Bond (\$25,000)

Omission of or failure to complete any portion of the required forms at the specified time may be cause to reject the entire Bid.

- G. Bids will be evaluated on the following criteria:

Award Criteria Figure – An Award Criteria Figure equivalent to 70% of Factor A, Normal Working Hours; plus 30% of Factor B, other than Premium Working Hours. These percentages are utilized to determine the low bid, and do not guarantee that the work will be issued in said values and/or working hours.

15. Modification and Withdrawal of Bids

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted or by a Bidder's representative with proper identification and verification, at any time prior to the closing time for receipt of Bids.
- B. Relief of Bidders shall be as provided in Sections 5100-5108, inclusive, of the Public Contract Code of the State of California.

16. Opening of Bids

- A. Bids shall be opened publicly, read aloud, and the bids shall be made available Five (5) working days after the opening of Bids.



17. Award of Contract

- A. The County reserves the right to reject any or all bids or to waive technical errors and discrepancies in bids submitted in the public interest. The County shall have the right to delay the award of the contract for 180 days after bids are opened and declared. The Contractor may withdraw his proposal 181 calendar days after bids are publicly opened and declared by submitting written notice addressed to Procurement Services. In evaluating bids, the County shall consider whether or not the bids comply with requirements, alternatives and Unit Prices, if requested in the Bid Form.
- B. The County reserves the right to award additional contracts under this solicitation for a period of one year following the opening of bids. The award of subsequent contracts under this solicitation could be required based on changes in the County's requirements or if the original contractor was failing to perform within the expectations of the County.

18. Law and Regulations

All applicable Federal, State or other laws, orders, rules and regulations of all authorities having jurisdiction over construction work in the locality of the project shall apply to the Contract and shall be deemed to be included in the Contract as if fully set forth therein at length.

19. Prevailing Rates Of Wages

- A. In accordance with Sections 1770 et seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act), determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code and by the U.S. Secretary of Labor as required by the Davis-Bacon Act.
- B. Where rates of wages in the two determinations differ, the higher rate shall govern.
- C. As required by California Labor Code Section 1777.5 properly indentured apprentices shall be employed on the work. Travel and subsistence shall be paid in accordance with California Labor Code Section 1773.8.
- D. The Determinations made by the State are on file at the County Procurement Services Office. A copy will be furnished without cost to the successful bidder, if requested. The contractor shall post a copy of the wage rates at each job site at a location readily available to the workers.
- E. The provisions of Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California, are by this reference made a part of this Bid.

20. Performance and Other Bonds

- A. A. The General Conditions set forth requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to the County it shall be accompanied by the required Contract Security. The bond amounts as stated in the General conditions shall be:

Performance and Payment Bond: \$4,765,000.00 maximum allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January, 1998.
- B. Attorneys-in-fact who sign said bonds on behalf of a surety must affix to the bond a certified and effectively dated copy of their power of appointment.

21. Insurance

- A. The County will require General Liability, Automobile, Property Damage, Bodily Injury and Worker's Compensation insurance from the contractor.



- B. The County does not provide insurance coverage for contractor's or subcontractor's plant and equipment.
- C. The dollar limits and specific types of insurance required under this contract are outline in Article XIV Section B of the General Conditions.

22. **Special Requirements**

- A. It is anticipated that the County may award the first contract within two weeks after receipt of bids, and issue a Notice-To-Proceed shortly thereafter.
- B. All incidental work to acquire permits will be the contractors responsibility
- C. The County of Ventura welcomes and strongly encourages the participation of local contractors in this procurement transaction which is being solicited by the General Services Agency. The County of Ventura actively solicits local contractors matching project demands to apply/respond to all Requests for Proposals and Invitations for Bids.
- D. The County selected JAMB Services Job Order Contracting (JOC) System for their JOC program. The JAMB Services JOC System includes 4BT's Software and Unit Price Book, which shall be used by the Contractor to prepare and submit Work Order Proposals, subcontractor lists, and other requirements specified by the County.

- END OF INSTRUCTIONS TO BIDDERS -