BID DOCUMENTS

FOR

PROJECT NO. D006

BARSTOW-DAGGETT AIRPORT MODULAR OFFICE BUILDING

DAGGETT, CALIFORNIA

COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT SERVICES GROUP
DEPARTMENT OF AIRPORTS
825 E. THIRD STREET
SAN BERNARDINO, CA 92415-0831
www.sbcounty.gov/Airports

SEPTEMBER, 2007

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SEPTEMBER, 2007

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BARSTOW-DAGGETT AIRPORT
MODULAR OFFICE BUILDING
DAGGETT, CALIFORNIA

Notice is hereby given that the Department of Airports on behalf of the Board of Supervisors of the County of San Bernardino, California, will receive sealed bids on or before 2:00 p.m. on October 26, 2007, in the office of the Department of Airports, 825 E. Third St, Room 203, San Bernardino, CA 92415-0831, at which time they will be publicly opened and declared for the Barstow-Daggett Modular Office Building in Daggett, California.

A mandatory Pre-bid Meeting for prospective bidders will be conducted on October 10, 2007 at 10:00 a.m. at the Airport Administrative Office, 825 E Third St., Room 203, San Bernardino, CA 92415. Bids submitted by firms who have not participated in the Pre-bid Meeting will be disqualified.

State Contractor's Class B License is required. Construction estimate is $190,000.

The Bid Documents, including plans and specifications, are available at the office of the Department of Airports. A ten dollar ($10.00) nonrefundable charge is required for each set of Bid Documents including drawings and specifications.

No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.

Copies of prevailing wage rates are on file at the Department of Airports and shall be made available to any interested party on request. Copies are also included in the Bid Documents.

The Board of Supervisors reserves the right to reject any or all bids, to waive technical errors, discrepancies or informalities of a bid not affected by law, if to do seems to best serve the public interest.

Fro information regarding this project, contact Suzanne Pekar, Project Manager, at (909) 387-7803.DO NOT CONTACT THE DESIGN CONSULTANT. All technical questions are to be submitted to the Project Manager in writing. No questions will be answered within three (3) calendar days of the bid opening.

By order of the Board of Supervisors of the County of San Bernardino, dated at San Bernardino, California, September 25, 2007.

J. William Ingraham, Director
Department of Airports

Published in the San Bernardino Sun on xxxx,xx, 2007

INSTRUCTIONS TO BIDDERS

Proposals: To receive consideration, bids shall be submitted on the enclosed Bid Proposal form and shall be made in accordance with the following instructions:

A. Bids shall contain no recapitulation of the work to be done. Alternative proposals will not be considered unless specifically requested by the County. Oral, telegraphic or telephonic proposals or modifications will not be considered.

B. Bidders shall examine all the bid documents, including the drawings, perform their own estimates for the proposed work, taking into account local conditions, uncertainty of weather, and all laws, ordinances, rules and regulations of any federal, state, county, municipal or other governmental agency that has jurisdiction over the work.

C. The General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 are included in this Bid Package and must be complied with, as stated in Article 42 of the General Conditions. Updated wage rate determinations will be made available when they are issued, and the successful bidder will provide copies to all subcontractors. Wage rates paid on this project must be revised in accordance with the updated determinations. Copies of the prevailing wage rates are on file at the Office of Department of Airports and shall be made available to any interested party on request. Copies are also included in these Bid Documents.

D. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

E. Bids shall be delivered to, or mailed postage prepaid to arrive at, the Department of Airports, Public and Support Services Group, 825 E. Third Street, Room 203 San Bernardino, CA 92415-0831, on or before the time set for the opening of bids in the published Advertisement for Bids. All bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and clearly marked "Bid Proposal".

F. DO NOT CONTACT THE DESIGN CONSULTANT. All technical questions are to be submitted to the Project Manager in writing. No questions will be answered within three (3) calendar days of the bid opening.

Withdrawal of Bids: Any bidder may withdraw his bid, personally, or by telegraphic or written request, at any time prior to the scheduled time for receipt of bids. No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.

Opening of Bids: Bids shall be opened and read aloud publicly at the place and time set in the Advertisement for Bids.

BID PROPOSAL

PROJECT: BARSTOW-DAGGETT AIRPORT MODULAR OFFICE BUILDING

LOCATION: 39500 NATIONAL TRAILS HIGHWAY, DAGGETT

OWNER: County of San Bernardino

BID OPENING: October 26, 2007 @ 2:00 p.m.

BIDDER: _____

County of San Bernardino
Department of Airports
825. E Third St Room 203
San Bernardino, CA 92415-0831
www.sbcounty.gov/Airports

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is the procurement and installation of one 60 feet by 24 feet office modular building at the Barstow-Daggett Airport, Daggett, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Department of Airports, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of _____ Dollars

($_____)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, _____Dollars ($_____), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Architecture & Engineering Department, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

TIME OF COMPLETION

The undersigned agrees to complete the work within one hundred and twenty (120) calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of $500.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

REJECTION OF BIDS

The undersigned agrees that the Board of Supervisors reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications.

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 41 of the General Conditions. The certified copies, certificates and additional endorsements, will

be filed at the time of execution of the contract. All policies (excluding Workers' Compensation) shall name the County of San Bernardino as an additional named insured. All coverage shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, “county administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Administrative Officer or member of such officer’s staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Inaccuracies or Misrepresentations

If during the course of the administration of this agreement, if the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name and street address of the mill, shop or office of each subcontractor who will perform work or labor, or render services to the Contractor in an amount greater than one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 2, Division 5, Title 1 of the Government Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

Subcontractor	Portion of Work (Description of work to be performed)	Location	Phone No.

ADDENDA

This bid includes Addendum No. _____ dated _____

Addendum No. _____ dated _____

AFFIDAVIT

The undersigned agrees to furnish the County, notarized non-collusion affidavits, included herein, for principal contracts and subcontracts, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all

the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation and the corporate seal must be affixed. This Bid Proposal must be accompanied by a document evidencing such officer is authorized to sign.

Check One: ( ) Sole Proprietor
( ) Partnership
( ) Corporation
( ) Other

Name of Bidder: _____

Address: _____

_____ Phone: _____

Contractor's License No.: _____ Primary Class: _____

Expiration Date of Contractor's License _____

Social Security No. or Federal Employer ID No.: _____

I declare under penalty of perjury the above is true and correct.

Authorized Signature: _____ Title: _____

Print Name: _____

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

_____
being first duly sworn deposes and says that he/she is

_____
(sole owner, a partner, president, etc.)

of _____
the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced, or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

Signed:

_____
Title

Subscribed and sworn to me this
_____day of _____,
200__.

Seal of Notary

_____
Notary Public

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH SUBCONTRACTOR

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

_____
being first duly sworn deposes and says that he/she is

_____
(sole owner, a partner, president, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced, or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

Signed:

_____
Title

Subscribed and sworn to me this
_____day of _____,
200__.

Seal of Notary

_____
Notary Public

County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

☐ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept.	A	Contract Number
County Department		Dept.	Orgn.		Contractor's License No.
County Department Contract Representative		Telephone			Total Contract Amount

Contract Type
☐ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:

If not encumbered or revenue contract type, provide reason:_____

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount

Project Name	Estimated Payment Total by Fiscal Year					
	FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

_____ hereinafter called CONTRACTOR

Address

_____

_____

Telephone _____ Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

The complete contract includes all of the Contract Documents, to wit:

A. Advertisement For Bids (Project No. _____), dated _____.
B. Bidder's proposal, dated _____.
C. Bid Documents entitled "_____".
D. Drawings, entitled "_____".
E. Addendum No. 1, dated _____.
F. Addendum No. 2, dated _____.
G. Certified copy of the record of action of the Board of Supervisors, County of San Bernardino, meeting of _____.

And they are included in their entirety as a part of this Contract by reference thereto.

II.

The Contractor agrees to perform certain work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of:

BASE BID.....$_____

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	**Keyed By**

SAMPLE

III.

Contractor will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to the Board of Supervisors within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion.

IV.

The Contractor agrees to indemnify, defend and hold harmless the Department, the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefor, except where such indemnification is prohibited by law.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

  If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

  With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000).

Additional Named Insured - All policies, except for the Workers; Compensation, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the above required insurance coverage, including endorsements,

SAMPLE

prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department; and Contractor shall maintain such insurance from time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore insurance is unreasonably priced or unavailable, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

V.

The County agrees to pay, and the Contractor agrees to accept in full payment for the work outlined in the Contract Documents, the sum of _____Dollars ($_____) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the contract at time of completion. Final payment is to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the Board of Supervisors, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

VI.

Payment by electronic fund transfer - CONTRACTOR shall accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CONTRACTOR'S designated checking or other bank account. CONTRACTOR shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

VII.

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed from the County of San Bernardino to proceed with the work and shall complete it within _____ (_____) calendar days.

VIII.

The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, he will be required to secure the payment of compensation to his employees.

SAMPLE

IX.

The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

X.

The Contractor hereby agrees to reimburse the County for costs incurred by the awarding authority in the substitution of subcontractors. Where a hearing is held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of all costs incurred by the County for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed.

The statement shall then be sent to the general contractor, who shall reimburse the County for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the general contractor prior to acceptance of the project.

XI.

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

XII.

Former County Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Inaccuracies or Misrepresentations

If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

SAMPLE

XIII.

The contract is delivered by _____, Contractor, to County for acceptance by its Board of Supervisors at San Bernardino, California, and is deemed to have been entered into at San Bernardino.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

SAMPLE

COUNTY OF SAN BERNARDINO

► _____
Paul Biane, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Dena M. Smith
Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

_____
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

_____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____	► _____	► _____
County Counsel		Department Head
Date _____	Date _____	Date _____

CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE

This is to certify that _____ hereinafter "the undersigned", declares to the County of San Bernardino hereinafter "the County", under oath, that it has paid in full for all materials, supplies, labor, services, tools, equipment and all other bills contracted for by the undersigned or by any of the undersigned's agents, employees or subcontractors used in or contributing to the execution of its contract with the County with regard to the building, erection, construction, or repair of that certain work of improvement known as: _ _____
situated in the City / Community of _____ County of San Bernardino, State of California, more particularly described as follows: _____ _____
_____
_____.

The undersigned declares that it knows of no unpaid debts or claims arising out of said Contract which would constitute grounds for any third party to claim a stop notice of any unpaid sums owing to the undersigned.

Further, for valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby fully release and acquit the County and all its agents and employees of the County, and each of them, from any and all claims, debts, demands, or causes of action which exist or might exist in favor of the undersigned by reason of the Contract executed between the undersigned and the County or which relate in any way to the work performed by the undersigned with regard to the above-referenced construction project.

Further, the undersigned expressly acknowledges its awareness of and waives the benefits of paragraph 1542 of the Civil Code of the State of California which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This release is intended to be a full and general release of any and all claims which the undersigned now has or may, in the future, have against the County and/or its agents and employees with regard to any matter arising from the construction of the above-referenced project of the contract between the County and the Contractor with respect thereto whether such claims are now known or unknown, or are suspected or unsuspected.

Dated: _____ By: _____
Name

Title: _____

Name of Entity: _____

CONTRACT BOND BOND NUMBER _____

PUBLIC WORK EFFECTIVE DATE _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we,

_____
(Name)

_____ , as Principal
(Address)

_____ , as Corporation
(Surety)

authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the County of San Bernardino a body politic and corporate of the State of California, in the sum of _____ _____ Dollars ($_____), lawful money of the United States of America, for the payment whereof, well and truly made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has entered into a contract dated _____, 20__, with the County of San Bernardino to do and perform the following work, to-wit:

Now, therefore, if the said Principal or his subcontractors shall fail to pay for any materials, provisions or other supplies, or renting or hiring implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under Title 15, Works of Improvement of the Civil Code of the State of California and all amendatory, thereof, and provided that the claimant shall have complied with the provisions of said code, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond and also in case suit is brought on the bond, a reasonable attorney's fee to be fixed by the Court, then this obligation shall be void.

This bond shall insure to the benefit of any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The liability of the Principal and Surety upon this bond shall be in full force and effect from the effective date hereof and remain in full force and effect until one year following the filing of the Notice of Completion of the project by the Architecture & Engineering Department.

This bond is delivered by _____
to the County for acceptance by its Board of Supervisors at San Bernardino, California, and is deemed to have been entered into at San Bernardino.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this _____ day of _____ , 20___.

Principal _____

By _____

Surety _____

Address _____

_____

Phone _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me _____ a Notary Public in and for said County, residing therein, duly commissioned and sworn, known to me to be the attorney in fact of the _____, a Corporation described in and that executed the within instrument, and also known to me to be the person _____ who executed it on behalf of the Corporation therein named, and ___ he __ acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Official Seal, at my office, in the said County, the day and year in this certificate first above written.

_____
Notary Public in and for
said County, State of California

My commission will expire _____

CONTRACT BOND

PUBLIC WORK

BOND NUMBER _____

EFFECTIVE DATE _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we,

_____
(Name)

_____ , as Principal
(Address)

_____ , as Corporation
(Surety)

authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the County of San Bernardino a body politic and corporate of the State of California, in the sum of _____ _____ Dollars ($_____), lawful money of the United States of America, for the payment whereof, well and truly made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has entered into a contract dated _____, 20__, with the County of San Bernardino to do and perform the following work, to-wit:

Now, therefore if the said Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void. If the said Principal shall fail to perform the work contracted to be performed, the surety, upon written demand of the Architecture & Engineering Department of the County of San Bernardino, shall perform the work in conformance with the contract documents.

The liability of the Principal and Surety upon this bond shall be in full force and effect from the effective date hereof and remain in full force and effect until one year following the filing of the Notice of Completion of the project by the Architecture & Engineering Department.

This bond is delivered by _____
to the County for acceptance by its Board of Supervisors at San Bernardino, California, and is deemed to have been entered into at San Bernardino.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this _____ day of _____ , 20___.

Principal _____

By _____

Surety _____
Address _____
_____
Phone _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me _____ a Notary Public in and for said County, residing therein, duly commissioned and sworn, known to me to be the attorney in fact of the _____, a Corporation described in and that executed the within instrument, and also known to me to be the person _____ who executed it on behalf of the Corporation therein named, and ___ he __ acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Official Seal, at my office, in the said County, the day and year in this certificate first above written.

_____
Notary Public in and for
said County, State of California

My commission will expire _____

GENERAL CONDITIONS
FOR
BARSTOW-DAGGETT AIRPORT
MODULAR OFFICE BUILDING

PROJECT NO. D006

GENERAL CONDITIONS

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1. Definitions

The following terms as used in this contract shall be defined and interpreted as follows:

1.1 "Contract"--The written agreement covering performance of the work including, but not limited to, the formal contract, drawings, specifications, and bonds.

1.2 "Owner," or "County of San Bernardino," or "the County"--The County of San Bernardino or its duly authorized representative.

1.3 "Contractor"--The individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the County to perform the work.

1.4 "Department"—Department of Airports of Public and Support Services Group

1.5 "Director"--The Director of Department of Airports.

1.6 "Contracting Agency"--The County of San Bernardino.

1.7 "Subcontractor"--The individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the Contractor to perform a portion of the work.

1.8 "Plans"--The drawings, profiles, cross-sections, working drawings, and supplemental drawings or reproductions thereof, reviewed by the Architecture & Engineering Department, which show the locations, character, dimensions, or details of the work.

1.9 "Specifications"--Standard specifications, reference specifications, special provisions, and specifications in supplemental agreements between the Contractor and the County.

1.10 "Project"--The work which is proposed to be constructed or done under the Contract, including the furnishing of labor and materials.

1.11 "Project Manager"—The Department of Airports staff member assigned to the project and responsible for the project's satisfactory completion.

2. Notice

Any notice required to be given to the Contractor may be given by delivering said notice, or a copy thereof, to the Contractor in person, or if he cannot be found with reasonable diligence, then by posting a copy of said notice in the conspicuous place at the site of the work.

3. Authority of the Department of Airports

3.1 The Department of Airports of the Public and Support Services Group, San Bernardino County, shall represent the County and shall decide, within the provisions of the specifications and drawings, all questions which may arise concerning the quality or acceptability of materials furnished and work performed.

3.2 All questions concerning substitutions, selections, materials, colors and textures shall be submitted to the Department for approval.

3.3 In all cases requiring interpretation of the drawings and/or specifications, the decision of the Department shall be final.

3.4 Final determination of the acceptable fulfillment of the Contract on the part of the Contractor shall be made by the Department.

4. Assignment

This Contract shall under no conditions be assigned without prior written consent of the County.

5. Subletting

The Contractor shall be responsible for all acts of subcontractors and for all Contract work regardless of any subcontracts. All interest of the County of San Bernardino in the subcontractors' work shall be coordinated through the Contractor.

6. Contract Bonds

6.1 Prior to commencing work on the Project, the Contractor shall file with the County a good and sufficient "Payment Bond" in the amount of one hundred percent (100%) of the Contract price. The bond shall be on forms provided by the County and shall be signed by both the Contractor and Surety and shall be properly notarized.

6.2 Prior to commencing work on the Project, the Contractor shall file with the County a good and sufficient "Faithful Performance Bond" in the amount of one hundred percent (100%) of the Contract price. The bond shall be on forms provided by the County and shall be signed by both the Contractor and the Surety and shall be properly notarized.

6.3 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; and the bonds shall remain in full force and effect until one year following the filing of Notice of Completion of the Project by the County. Notice of such changes or extensions shall be waived by the surety.

7. Addenda

Any addenda issued during the time of bidding shall form a part of the instructions to bidders, drawings, or specifications; shall be reflected in the Contractor's proposal; and shall be a part of the Contract. No addendum will be issued less than five (5) calendar days prior to bid opening date.

8. Mandatory Provisions

Any mention in the sections of those specifications which follow the General Conditions or indication on the drawings of articles, materials, operations, or methods requires that the Contractor provide each item mentioned or indicated, of quality or subject to qualifications noted; perform according to conditions stated each operation prescribed; and provide therefor all necessary labor, equipment, transportation and incidentals, even though such mention of articles, materials, operations, methods, quality, qualifications or conditions is not expressed in complete sentences.

9. Plans and Specifications

9.1 Unless otherwise provided in the Contract documents, the County will furnish a sufficient number of copies to the successful Contractor of the plans and specifications without charge.

9.2 All drawings and specifications, and copies thereof, are the property of the County of San Bernardino and may be required to be returned to the County at the Contractor's expense.

9.3 The Contractor shall keep on the site of the Project, at all times, a complete set of the Contract documents for the use of the County representatives.

10. Interpretation of Plans and Specifications

10.1 Every part of the work, as shown on the drawings and described in the specifications, must be complete and finished. No deviations are to be made from the drawings or specifications without previously obtaining written authorization from the Director of Architecture & Engineering Department.

10.2 In general, the drawings will show dimensions, positions, and kind of construction; and the specifications will define materials, quantities, and methods. Any work called for on the drawings and not mentioned in the specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked or specified, shall be the same as similar parts that are detailed, marked or specified.

10.3 The drawings shall be accurately followed as to scale, except where figures are given for dimensions which shall in all cases be taken in preference to scale measurements. Large-scale details take precedence over small drawings in all cases, full-scale drawings having preference.

10.4 Should an error be found in the specifications or drawings, or in the work done by others affecting this work, the Contractor shall notify the County at once, and the County will issue instructions as to procedure. If the Contractor proceeds with the work so affected without such instructions, he will make good any resulting damage or defects. This includes typographical errors in the specifications and notational errors on the drawings where doubtful of interpretation.

10.5 The general character of the detailed work is shown on the Contract drawings, but minor modifications may be made in details when needed to more fully explain the work and the same shall be considered part of the Contract. Should any detail submitted after award of Contract, in the opinion of the Contractor, be more elaborate than the scale drawings and the specifications indicate, written notice thereof shall be given to the County prior to performing the work. The claim will then be considered and, if justified, said detail drawings will be amended or the extra work authorized. Nonreceipt of such notice shall relieve the County of San Bernardino of any claim.

10.6 Where on any drawing a portion of the work is drawn out and the remainder is indicated in outline, the drawn-out parts shall apply also to all other like portions of the work. Where ornament or other detail is indicated on starting only, such detail shall be continued throughout the course of parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated.

11. Accuracy of Plans and Specifications

11.1 Omissions from the plans and specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made or installed in a project of the scope and general character indicated by the plans and specifications.

11.2 The topography of site and existence and location of utilities indicated on plans are in accordance with the best information obtainable, but cannot be guaranteed. They shall be investigated and verified at the site by the Contractor before starting work. The Contractor shall be held responsible for any damage to, and for maintenance and protection of, existing utilities and remaining structures.

12. Division of Specifications

For convenience, the specifications are arranged in various trade sections, but such segregation shall not be considered as limiting the work of any subcontract or trade. The Contractor shall be solely responsible for all subcontract arrangements of work regardless of the location or provision in the specifications.

13. Shop Drawings and Manufacturers' Data

13.1 The Contractor shall, at his own expense, furnish for the review of the County, any and all shop drawings and manufacturers' data required by the specifications or that may be called for by the County, or any and all work, materials, and equipment he proposes to use.

13.2 All shop drawings and data shall be submitted in sufficient copies, as mutually agreed upon at the preconstruction conference, accompanied by letters of transmittal, and shall be addressed to the County for review. The letter of transmittal shall give a list of the numbers of the drawings submitted. All drawings shall be marked with the name of the Project and the name of the Contractor, shall be numbered consecutively, and shall be referenced to the Project drawings or specification section affected. Submittals shall be combined for singular assemblies, items, or materials.

13.3 After reviewing the Contractor's submittals, the County will transmit to him a sufficient number of sets. If incorrect, the Contractor shall resubmit.

13.4 If the shop drawings or manufacturer's data show variations from the Contract requirements because of standard shop practice or other reason, the Contractor shall make specific mention of such variations in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the price of the Contract; otherwise, the Contractor will not be relieved of the responsibility of executing the work in accordance with the Contract, even though the submittals have been reviewed.

13.5 Review of shop drawings will be general and shall not relieve the Contractor from the responsibility for proper fitting and construction of the work, nor from furnishing materials and work required by the Contractor which may not be indicated on the reviewed shop drawings.

13.6 Shop drawings shall show in detail the size, sections, and dimensions of all members; the arrangement and construction of all connections and joints, and other pertinent details; also, all holes, straps, and other fittings required by other contractors for attaching their work. When required by the County, engineering computations shall be submitted. The Contractor shall be responsible for delivering copies of shop drawings to all other persons whose work is dependent thereon.

13.7 The Contractor shall maintain at the site of the Project, at all times, a complete file of County-reviewed shop drawings and manufacturers' data of his own and all subcontractors.

13.8 All work for which shop drawings are required shall be performed in accordance with the County-reviewed copies thereof.

14. Reference To Trade Name; Substitutions

14.1 Whenever in the specifications or drawings, any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material and/or process desired; and shall be deemed to be followed by the words "or equivalent" pursuant to Public Contract Code 3400.

14.2 The County may require the submission of samples, formulas, and/or statements of physical properties for consideration in determining equality of the material or process in question. A decision will be rendered within a reasonable period by the County.

14.3 If the Contractor requests use of substitute material or process which in the opinion of the County is inferior to that specified, it shall be incumbent upon the Contractor to furnish sufficient evidence to support his claim of equality to the satisfaction of the County.

14.4 If the County decides to accept for use in the Project a substitute material or process which in the opinion of the County is not the equal of that specified, authority for the substitution shall be made in the manner described herein for "Extra Work and Changes," with appropriate monetary allowance for the difference in value.

15. Referenced Standards

15.1 Bulletins, standards, rules, methods of analysis or test, and specifications of other agencies, engineering societies or industrial associations may be referred to in the Contract documents. Reference may also be made to applicable ordinances, codes, or regulations of any political subdivision having jurisdiction. These refer to the latest edition, including amendments in effect and published at the time of advertising the Project for bid, unless specifically referred to by edition, volume or date.

15.2 Reference may be found in the Contract documents to explain abbreviations.

16. Familiarity With Plans, Specifications and Worksite

16.1 All bidders shall carefully examine the Work site. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied with the conditions to be encountered as to character, quality, scope of Work to be performed, and quantities of materials to be furnished.

16.2 It shall be the responsibility of the Contractor to be so thoroughly familiar with all details of the Project, including all Contractor and sub-contractor work, that the following shall be addressed to the County for clarification before an error is made in the bid or in construction:

a. Errors and omissions in the drawings and specifications;

b. Work shown on the drawings or in the specifications which, if so constructed, would result in confusion or interference with other work or the work of other trades, including the location of fixtures and equipment.

16.3 Changes to the Contract amount will not be approved for the cost of correction work where such work could have been avoided by proper examination of the drawings and specifications by the Contractor, and the work will be held in abeyance pending instructions from the County.

17. Cash Allowance

17.1 Whenever the specifications provide a lump sum amount for specified work, the Contractor shall include that amount in his bid for the designated work, and the stated amount shall be deemed to include the full allowance. Any difference in cost to the Contractor from the supplier shall be added to or deducted from the Contract amount.

18. Time For Commencing and Completing Work

18.1 The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the notice from the County to proceed with the work, and shall complete the work within the time stipulated in the proposal unless otherwise directed in writing.

18.2 The County may order or permit the Contractor to suspend any work that may be damaged by adverse weather or other climatic conditions, and time extensions will be made to the Contractor for the time actually lost by him on account of such suspension.

18.3 Should the Contractor be obstructed or delayed in the commencement, prosecution, or completion of the work hereunder by any necessary or unavoidable act or delay, then the time herein fixed for the completion of all work under this contract will be extended for a period equivalent to the time said work as a whole is thereby delayed.

18.4 Labor strikes, when such strikes are not brought solely against the Contractor or any of his subcontractors or material dealers, shall constitute sufficient reason for extension of the time of completion within the provisions of Paragraph 18.3.

18.5 Within thirty (30) days after the beginning of any delay, the Contractor shall file with the County a written notice and report as to the cause and extent. If the Contractor desires an extension of time, he shall file a written request based upon the delays reported. The County will ascertain the facts, the extent of the delays, and the effect upon the entire Project; and will recommend an extension of time equivalent to verified unavoidable time lost. The request for extension must be made at least fifteen (15) days in advance of the specified completion date of the Project.

19. Permits and Fees

The County will obtain and pay for all required permits necessary for the Project. The Contractor shall obtain and pay for all licenses required by city, county, or state laws.

20. Contractor's Representative

The Contractor shall provide supervision sufficient to assure proper coordination and timely completion.

21. Layout of Work

The Contractor shall be responsible for the accurate layout of all portions of the work. He shall verify all dimensions on the drawings and shall report to the Department any discrepancies before proceeding with related work.

22. Allotted Working Space

A reasonable amount of space at the site will be assigned to the Contractor, and all materials and equipment shall be kept within this area. The Contractor shall be responsible for leaving all improvements within the space in as good condition as he found them.

23. Responsibility For the Work

23.1 The Contractor shall be in full charge of, and be responsible for, the work of this Contract, subject to the terms and conditions of any separate contracts which may be awarded to others by the County of San Bernardino.

23.2 During the installation of Work, Contractor shall insure that existing facilities, fences, and other structures are all adequately protected, unless otherwise specifically stated in the plans or specifications. Upon completion of all Work, all facilities that may have been damaged shall be restored to a condition acceptable to the County.

24. Workmanship, Materials and Manufactured Items

24.1 Unless otherwise specifically provided for in the specifications or in the drawings, all workmanship, equipment, materials, and articles incorporated in the work are to be, of the most suitable grade of their respective kinds for the purpose; and equipment, materials, and articles shall be new, best quality, undamaged, and not defective. Manufactured items installed in this Project and not specifically covered in the specifications or drawings are to be installed in strict accordance with manufacturers' current printed instructions.

24.2 All materials to be incorporated in the work shall be protected from damage during delivery, storage, and handling, and after installation until acceptance of the work.

25. Methods and Appliances

The methods and appliances adopted by the Contractor shall be such as to secure a quality of work satisfactory to the County and to enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the County may order the Contractor to improve their character or increase efficiency, and the Contractor shall conform to such order; but the failure of the County to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligation to perform good work or finish it in the time agreed upon.

26. Legal Requirements

26.1 The Contractor shall perform the work in accordance with the requirements of all applicable laws, ordinances, and regulations even though such requirements are not specifically mentioned in the specifications or shown on the drawings.

26.2 When the work required by the plans and specifications is in conflict with any such legal provision, the Contractor shall notify the County and shall not proceed with the work until the County has so ordered.

27. Protection of Persons and Property

27.1 Precaution shall be exercised at all times for the protection of persons and property. The Contractor shall have available at the work site, copies or suitable extracts of "Construction Safety Orders" and "General Industrial Safety Orders" issued by the State Division of Industrial Safety. He shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

27.2 The Contractor shall protect his materials and work from damage in a manner satisfactory to the Department and shall make good, without charge to the County, all damage due to negligence in providing proper protection.

27.3 The Contractor shall take necessary precautions to guard against and eliminate possible fire hazards and to prevent damage to construction work, building materials, equipment, temporary field offices, storage sheds, and public and private property.

28. Sanitation and Power Supply

Adequate sanitary conveniences of an approved type for the use of persons employed on the site, and properly secluded from the public observation, shall be provided and maintained by the Contractor in such a manner and at such points as shall be required by the County. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving the premises clean and free from nuisance. All electric power required for construction uses or other purposes shall be provided by the Contractor at Contractor's expense.

29. Work By County of San Bernardino Or Others

The County of San Bernardino may perform with its own forces or award to other contractors any extra work or any portion of the Project not included in this Contract.

30. Cooperation With Others

Each contractor or subcontractor engaged upon the site shall arrange the storage of materials and equipment and performance of his work so as to interfere as little as possible with other persons engaged in work for the County of San Bernardino upon the same site.

31. Removal of Plant and Clean-up

Upon completion of the work, the Contractor shall remove all his plant, tools, material, and other articles from the property. All rubbish, debris, and waste material shall be completely removed. The entire area, including all fixed equipment, floors, and hardware shall be cleaned to remove paint spots and accumulated dirt or dust, and shall be left broom clean. The cleaning shall include a thorough cleaning of all window sills and ledges, horizontal projections, floors, and other surfaces where dirt has collected. Plumbing fixtures and all built-in equipment shall be thoroughly cleaned and polished. Glass shall be washed on both sides.

32. Inspection

32.1 In order to allow for inspection by the County and other agencies, or any inspection required elsewhere in these specifications, the Contractor shall notify the Architecture & Engineering Department a sufficient length of time in advance of the permanent concealment of any materials or work.

32.2 Whenever the Contractor desires to carry on the work of this Contract at night or on a Saturday, Sunday, or holiday, he shall request authorization in writing from the Architecture & Engineering Department for such work at least twenty-four (24) hours in advance so that inspection may be provided if authorization is granted and the Contractor agrees to pay overtime reimbursement of costs for this service unless otherwise specified.

32.3 If any work is concealed or performed without the prior notice specified above, then the work shall be subject to such tests or exposure as may be necessary to prove to the County that the materials used and the work done are in conformity with the plans and specifications. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor at his expense. The Contractor shall replace, at his own expense, any materials or work damaged by exposure and any faulty materials or workmanship evidenced by such exposure or testing.

32.4 When, in order to comply with the intent of the specifications, and when not otherwise specified, inspection must be made at the plant or mill of the manufacturer or fabricator of material, the Contractor shall notify the County a sufficient length of time in advance to allow for arrangements to be made for such inspection.

32.5 Any inspection or approval by any representative or agent of the County will not relieve the Contractor of the responsibility of incorporating in the work only those materials which conform to the specifications, and any nonconforming materials shall be removed from the site whenever identified.

33. Defective Work and Materials

The Contractor shall promptly remove from the premises all materials determined by the County to be nonconforming whether incorporated into the Work or not. Whenever Work has been determined to be nonconforming by the County, the Contractor shall promptly re-perform the Work in accordance with the Contract and without expense to the County; and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. No work which is defective in construction or deficient in any of the requirements of the specifications shall be considered as accepted. The Contractor shall correct any imperfect work before the final inspection, or, at the option of the County, within the applicable guarantee period.

34. Final Inspection

Upon completion of the work, the Contractor shall notify the County when he desires a final inspection of the work. The County will make such inspection as soon thereafter as possible. If the work is found to be in compliance with plans and specifications, the Department will recommend acceptance by the Board of Supervisors, and request their authorization to file the notice of completion with the County Recorder.

35. Testing of Materials

35.1 Arrangements for testing of materials, as required, shall be authorized and performed under the direction of the County's Building Construction Inspector.

35.2 All material testing which conforms to or meets specified standards in the following categories shall be paid for by the County. Material tests in the following categories which fail to meet specified standards shall be paid for by the Contractor:

a. Soil density tests
b. Concrete compression tests
c. Grout compression tests
d. Mortar compression tests
e. Testing of masonry units
f. Testing of reinforcing steel

Any other required or specified tests shall be paid by the Contractor and shall be performed by a qualified testing laboratory approved by the County.

35.3 The Contractor shall pay for all additional and related costs, including professional services and special testing necessary to correct defects or damage to the project due to faulty materials or construction procedures.

36. Use of Structure Before Acceptance

36.1 The County of San Bernardino may, at any time, and from time to time during the performance of the work, enter the Project for the purpose of installing any necessary work by County labor or other contracts or for any other purpose. The Contractor shall cooperate with the County and not interfere with other work being done by or on behalf of the County.

36.2 If, prior to completion and final acceptance of all the work, the County of San Bernardino takes possession of any portion of the Project with intent of retaining possession thereof, then the Contractor shall be relieved of the responsibility for loss or damage to such portion other than that resulting from his fault or negligence. Such taking of possession by the County shall not relieve the Contractor from any provisions of this Contract respecting such portion other than to the extent specified in the preceding sentence nor constitute final acceptance of such portion or eliminate the necessity of completion and final acceptance.

37. Payments

37.1 Contract Price Breakdown: The Contractor shall submit to the County prior to the first partial payment on the Project, a complete breakdown of the bid price, by the and principal subdivisions of the specifications, for use in checking progress and partial payment requests. The breakdown shall show the values of the various parts of the work, including quantities, aggregating the total sum of the Contract, divided so as to facilitate payments to subcontractors, made out in such form as the County and the Contractor may agree upon; and if required, supported by such evidence as to its correctness as the County may direct. This breakdown, when approved by the County, shall be used as a basis for certificates of payment. The Contractor shall submit a statement based upon this

breakdown, and if required, itemized in such form and supported by such evidence as the County may direct, showing his right to the payment claimed.

37.2 Method of Payment

a. Monthly progress payments, during the life of the Contract, will be made on or about the tenth day of each month, based on the value of satisfactorily completed work. The County shall retain 10 percent of such estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor, except after 50 percent of the work has been completed, and if progress on the work is satisfactory, the deduction to be made from the remaining progress estimates and from the final estimate may be limited to $500 or 10 percent of the first half of the total Contract amount, whichever is greater. Contractor may upon written request, and at their expense, after approval by the Board of Supervisors, deposit substitute securities per Public Contracts Code section 22300 in lieu of retention monies withheld to insure performance.

b. Payment shall be made by demands drawn in the manner required by law, signed by the County, stating that the work for which payment is demanded has been performed in accordance with terms of the Contract.

c. Payments for additional work will be made in like manner, subject to change order approval.

d. Deductions for work omitted by change order will be deducted at the next succeeding payment period.

e. No extra work shall be performed or changes made, except in pursuance of a written change order of the County of San Bernardino in accordance with Section 38.2.

f. The final payment, if unencumbered, or any part thereof, shall be made automatically 35 days after filing of Notice of Completion by County.

37.3 Claim For Payment

a. The Contractor shall submit to County an application for each payment, and if required, receipts of other vouchers showing his payments for materials and labor, including payments to subcontractors.

b. Payment will be made on valuation of work done as of the twenty-fifth day of each month, and such application shall be submitted approximately five (5) days before the end of the month.

c. If, during the progress of the work, the Contractor, with the written approval of the County, purchases and stores in an approved manner on the jobsite any equipment or materials required to complete the work prior to the normal need of such

equipment or materials, he will be paid on the same basis as provided in paragraph 37.2a, except that the value of such materials shall be claimed as a separate item and so reported until it shall have been incorporated in the work.

d. If required by the County, such payments shall be conditional upon submission by the Contractor of bills of sale, or such procedure as will establish the County title to such equipment or materials, or otherwise adequately protect the County's interests.

e. Any equipment or materials stored and paid for by the County prior to being incorporated in the work shall not be used for any other purpose and shall not be removed from the site.

f. No payments made to the Contractor, nor partial or entire use or occupancy of the work by the County, shall be an acceptance of any work or materials not in accordance with the Contract.

g. The making of final payment shall constitute a waiver of all claims by the County except those arising from unsettled liens, faulty or defective work appearing after final payment, failure of the work to comply with the requirements of the Contract documents or terms of any special guarantees required by the Contract documents.

37.4 Payments Withheld

a. The County may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect the County from loss on account of:

(1) Defective work not remedied.

(2) Claims filed against the Contractor, or reasonable evidence indicating probable filing of claims.

(3) Failure of the Contractor to make payments properly to subcontractors or for material or labor.

(4) A reasonable doubt that the Contract can be completed for the balance then unpaid.

(5) Damage to another contractor.

b. When the above grounds are removed, payment shall be made for amounts withheld because of them.

38. Change Orders

38.1 The Owner may at any time without notice to the sureties, make any change or modification in the Work by written Change Order, or add to the Work within the general scope of the Contract, including, but not limited to changes:

.1 in the Specifications or Drawings;

.2 in the sequence, method or manner of performance of the Work;

.3 in the Owner-furnished facilities, equipment, materials, services or site; or

.4 directing acceleration in the performance of the Work.

38.2 OWNER DIRECTED CHANGES REQUIRING AN INCREASE IN CONTRACT SUM. If Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work.)

38.3 If the Owner elects to have the Change in the Work performed the Owner will issue a request for a change order proposal. The proposal shall be submitted by the Contractor to the Owner within ten (10) days of the Contractor's receipt of the Owner's request. The Owner's request for a proposal shall not be deemed an election by Owner to have the Change in the Work performed. The Contractor shall fully complete the appropriate Change Order Forms contained herein, in the Special Conditions section.

38.4 In the event that the Contractor fails to submit his proposal within the designated period, the Director may order the Contractor to proceed with the Change or Addition to the Work and the Contractor shall so proceed. The Director shall unilaterally determine the reasonable cost and time to perform the Work in question, which determination shall be final and binding upon the Contractor.

38.5 In the event that the parties are unable to agree as to the reasonable cost and time to perform the Change in or addition to the Work based upon the Contractor's Proposal and the Director does not elect to have the Change in the Work performed on a time and material basis, the Director shall make a unilateral determination of the reasonable cost and time to perform the Change in the Work, based upon his own estimate, the Contractor's submission, or a combination thereof. A Change Order shall be issued for the amounts of cost and time determined by the Director and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the Director within thirty (30) days of the issuance of the Change Order. Director has the right to direct in writing the Contractor to perform the Change in the Work, which is the subject of such Change Order. Failure of the parties to reach agreement regarding the cost and time of their performing the Change in the Work and/or any pending protest, shall not relieve the Contractor from performing the Change in the Work promptly and expeditiously.

38.6 If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work and with mark-ups in accordance with Article 38.3. The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification of labor employed (and names and social security numbers if requested), the materials used, the equipment rented (not tools) and such other evidence of cost as the Project Manager may require. The Director may require authentication of all time and material tickets and invoices by persons designated by the Project Manager for such purpose. The failure of the Contractor to secure any required authentication shall, if the Project Manager elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated

ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Project Manager shall not constitute an acknowledgement by the Project Manager that the items thereon were reasonably required for the Change in the Work.

38.7 No overhead and profit will be paid by the Owner on account of a Change in the Work except as specifically provided in this Article 38. Overhead and profit, as allowed under this Article 38, shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Article 38.

38.8 CONTRACTOR NOTICE OF CHANGE. If the Contractor asserts that any event or occurrence has caused a change in or addition to the Work which change causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, shall within ten (10) days of such event, provide the Project Manager written notice as hereafter described. Said notice shall include the instructions or circumstances that are the basis of the claim and the Contractor's best estimate of the cost and time involved.

38.9 If the Contractor intends to assert a claim under this Article, he must, within ten days after receipt of a written Change Order under Article 38.1 above or the furnishing of a written notice under Article 38.8, submit to the Project Manager written statement setting forth the specific nature and cost of such claim, unless this period is extended by the Director. The statement of claim hereunder may be included in the notice under Article 38.8 above. The statement of claim shall include all direct, indirect and impact costs associated with the change, as well as the Contractor's estimate of the schedule impact of the change, if any.

38.10 If the parties are unable to agree to the reasonable cost and time to perform the Change, or are unable to agree as to whether a change occurred, the Director shall make a unilateral determination as described in Article 38.5. The Contractor shall proceed pursuant to the provisions of that Article.

38.11 UNILATERAL CHANGE IN OR ADDITION TO THE WORK. Notwithstanding the above, the Director may direct the Contractor to perform changes in or additions to the scope of the contract. The Contractor shall perform said work and the parties will proceed pursuant to the provisions of Article 38.5.

38.12 GENERAL PROVISIONS RELATED TO CHANGES. The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of Article 38, and which the Contractor, its Subcontractors or Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the Work performed pursuant to this Article 38. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of his direct costs as compensable hereunder and an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents.

38.13 CHANGES REQUIRING A DECREASE IN CONTRACT SUM. If the Change in the Work will result in a decrease in the Contract Sum, the Project Manager may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Project Manager within five (5) days of the Project Manager's request and, if acceptable to the Project Manager, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Project manager in its reasonable judgement, plus five percent (5%) thereof as overhead and profit.

38.14 No claim by the Contractor hereunder shall be allowed if asserted after final payment under this Contract. No claim relating to or flowing from a particular change shall be allowed after execution of the Change Order relating to that change.

38.15 DISPUTES REGARDING CHANGES. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the Contract Time as a result of a Change in the Work, the Contractor shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the Director in writing. The Director shall, however, pay to the Contractor up to the Director's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the Contract Sum; and the Director shall have the right to decrease the Contract Sum up to the Director's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the Contract Sum.

38.16 AUDIT RIGHTS. With respect to any Change in the Work resulting in an increase in the Contract Sum, the Contractor shall afford (and shall require its subcontractors to afford) access to the Owner at all reasonable times to any books, correspondence, instructions, receipts, vouchers, memoranda and records of any kind relating thereto, all of which shall be maintained by the appropriate parties for a period of at least two (2) years from and after the date the Owner makes payment on account of such Change in the Work. The Contractor authorizes the Owner (and shall require its subcontractors to authorize the Owner) to check directly with any suppliers of labor and material with respect to any item chargeable to the Owner under this Article, to confirm balances due and to obtain sworn statements and waivers of lien, all if the Owner so elects.

38.17 MINOR CHANGES IN THE WORK. The Director shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

39. Liquidated Damages

The County of San Bernardino will suffer certain damages in the event the Contractor should fail to complete the work of the Contract within the time stipulated. The amount established for such damages shall be deducted as allowed by Government Code 53069.85 and retained out of the monies which may be due the Contractor for each and every day that the time consumed in the execution of the work may exceed the time stipulated for its completion or such stipulated time as the same may be extended as otherwise herein provided. This sum shall be retained as liquidated damages and not as a penalty.

40. Default

40.1 Suspension of Contract

a. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of insolvency; then in any such case the County of San Bernardino shall have the power to suspend the operations of the Contract.

b. Should the Contractor fail to begin work within the time specified and in such manner as to insure full compliance with the Contract within the time limit; or if the work to be done under the Contract be abandoned; or if at any time the County is of the opinion that the work is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the terms of the Contract or is not executing the Contract in good faith or is not following instructions of the County as to additional force necessary in the opinion of the County for its completion within the required time; or if at any time the Contractor is not properly carrying out the provisions of his Contract in their true intent and meaning; then in any such case, notice thereof in writing may be served upon him and, should he neglect or refuse to provide means for satisfactory compliance with the Contract and with the direction of the County within the time specified in such notices, the County shall have the power to suspend the operations of the Contract.

c. Upon receiving notice of such suspension, the Contractor shall discontinue the work, or such parts of it as the County of San Bernardino may designate. Upon such suspension, the County shall designate the Contractor's Sureties to carry on the Contract to completion, employ the necessary workers, substitute other machinery or materials, purchase the materials contracted for in such manner as said Sureties may deem proper; or hire such force and buy such machinery, tools, appliances, material and supplies at the Contractor's expense as may be necessary for proper conduct of the work and for completion thereof. Any excess of costs arising therefrom over and above the Contract price will be charged against the Contractor and his Sureties, who will be liable therefor.

d. In the event of such suspension, all monies due the Contractor or retained under the terms of the Contract shall be retained by the County of San Bernardino; but such retention of monies will not release the Contractor or his Sureties from liability for failure to fulfill the Contract. The Contractor and his Sureties will be paid with the amount of money so retained toward completion of the Project. Any excess of cost over and above the Contract price arising from the suspension of operations of the Contract and the completion of the

work shall be paid by the Contractor's Sureties. The Contractor will be paid any surplus monies remaining after all just claims for completion of the Project have been paid.

e. Should the Surety company fail to begin work within a reasonable time in such manner as to insure full compliance with the Contract within the time limit; or if the work to be done under the Contract be abandoned; or if at any time the County is of the opinion that the work is unnecessarily or unreasonably delayed; or that the Surety company is willfully violating any of the terms of the Contract or is not executing the Contract in good faith or is not following instructions of the Department as to additional force necessary in the opinion of the Department for its completion within the required time; or if at any time the Surety company is not properly carrying out the provisions of the Contract in their true intent and meaning; then, in any such case, notice thereof in writing will be served upon the Sureties; and should the Surety company neglect or refuse to provide means for a satisfactory compliance with the Contract and with the direction of the County within the time specified in such notices, the County shall have the power to suspend the operations of the Surety company.

f. Upon receiving notice of such suspension, the Surety company shall discontinue said work, or such parts of the work as the County of San Bernardino may designate. Upon such suspension, the County may employ other parties to carry on the Contract work to completion, employ the necessary workers, substitute other machinery or materials, purchase the materials contracted for in such manner as the County may deem proper, or hire such force, and buy such machinery, tools, appliances, material, and supplies at the Sureties' expense, as may be necessary for the proper conduct of the work and for completion thereof. Any excess of costs arising therefrom over and above the Contract price will be charged against the Contractor and his Sureties, who will be liable therefor.

g. In lieu of the exercise of the authority hereinabove given to employ workers, purchase tools and materials, and complete the work, the County of San Bernardino reserves the right and option instead thereof, to annul and cancel the Contract and to relet the work or any part thereof; and the Contractor shall not be entitled to any claim for damages on account of such annulment, nor shall such annulment affect the right of the County to recover damages which may arise from such failure on the part of the Contractor to fulfill the terms of the Contract; and in case of such annulment, all monies due Contractor or retained under the terms of the Contract shall be forfeited to County; but such forfeiture shall not release Contractor or his Sureties from liability for failure to fulfill the Contract; and Contractor and his Sureties shall be credited with the amount of the monies so forfeited toward any greater sum they may become liable for to County on account of the default of the Contractor.

h. In determination of the question of whether there has been such noncompliance with the Contract as to warrant the suspension or annulment thereof, the decision of the County of San Bernardino will be binding on all parties.

41. <u>Contract Insurance</u>

41.1 The Contractor shall not commence work under this Contract until he has obtained all insurance required under this section and such insurance has been approved by the

County; nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained and accepted.

41.2 Indemnification: The Contractor agrees to indemnify, defend and hold harmless the Department, the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsover, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

41.3 Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
  If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the County’s Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000).

41.4 The Contractor shall take out and maintain during the life of this Contract an insurance policy or policies for fire, with extended coverage, for vandalism and malicious mischief covering the work of this Contract. The said insurance policies shall be paid for by the Contractor and shall be secured in the name of the County of San Bernardino, in a variable amount sufficient to provide full coverage on all completed work and materials in storage at the site at any stage of completion, up to the date of acceptance of the work by the County. The policy shall provide for payment to the County for the benefit of the County or Contractor as their interests may appear.

41.5 Additional Named Insured - All polices, except for the Workers; Compensation, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

41.6 Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

41.7 Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

41.8 Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department; and Contractor shall maintain such insurance from time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

41.9 Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

42. State Labor Law

42.1 The Contractor, his agents and employees shall be bound by and comply with all applicable provisions of the Labor Code and such federal, state and local laws which affect the conduct of the work.

42.2 The Contractor shall strictly adhere to the provisions of the Labor Code regarding the employment of apprentices; minimum wages; payment of wages; alien labor, the eight-hour day; overtime, Saturday, Sunday and holiday work; and nondiscrimination because of race, color, national origin, physical handicap, sex or religion. The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations.

42.3 In accordance with the Labor Code, prevailing wage rate determinations are included elsewhere in these specifications for the work to be done on this project. Updated wage rates will be made available to the Contractor, who shall pay not less than these rates.

42.4 When the State Labor Code minimum wage and the Federal Wage Determinations (Davis-Bacon Act) are applicable due to federal funding involvement, the higher of the two wage rates per each work classification will prevail.

42.5 Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

43. Guarantee

43.1 Besides guarantees required elsewhere, Contractor shall guarantee in writing all work for a period of one year after filing of Notice of Completion of the Project by the County; and Contractor shall repair or replace any or all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and materials within said one-year period without any expense whatsoever to the County. Ordinary wear and tear, unusual abuse, or neglect is excepted from this guarantee. The Department will give notice of observed defects with reasonable promptness. Contractor shall notify the Department upon completion of repairs.

43.2 In the event of failure of the Contractor to comply with the above-mentioned conditions within one week after being notified in writing, the Department is hereby authorized to proceed to have defects repaired and made good at the expense of the Contractor, who hereby agrees to pay costs and charges therefor immediately on demand.

43.3 If, in the opinion of the County, defective work creates a dangerous condition or requires immediate corrections or attention to prevent further loss to the County or to prevent interruption of operations of the County, the County will attempt to give immediate notice to the Contractor. If the Contractor cannot be contacted or does not comply with the County's request for correction within reasonable time as determined by the County, the County may, notwithstanding the provisions of this article, proceed to make such corrections or provide such attention; and the costs of such correction or attention shall be charged against the Contractor. Such action by the Department will not relieve the Contractor of the guarantees provided in this article or elsewhere in this Contract.

43.4 This article does not in any way limit the guarantee on any items for which a longer guarantee is specified, or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish the Department all appropriate guarantees or warranty certificates upon completion of the Project.

44. Maintenance of "As-Built" Drawings

44.1 It shall be the responsibility of the contractor to maintain a current and complete record of all changes, modifications and revisions performed during the progress of the Project construction. The record shall be in the form of a complete set of prints of the construction

drawings on which daily recordings are made by the Contractor, indicating in detail and dimension each variation from the original set of construction documents and including all of the construction work. At the completion of construction, the Contractor shall, as a requirement of the completion of the work, certify that to the best of his knowledge, the "As-Built" drawings are true and accurate, and that the indications thereon represent all changes performed during the construction of the Project. At the completion of the work, the "As-Built" drawings shall become the property of the County.

44.2 The Contractor, in concert with the Project Manager (and the Construction Inspector), shall review the "As-Built" drawings for conformance with all current changes at the time of presenting his monthly statement. The monthly progress payment statement will not be accepted or processed by the County unless the "As-Built" drawings are current and complete, and approved by the Project Manager.

45. Prerequisites To Final Payment

Before final payment for work under this Contract is authorized, the following requirements of the Contract documents shall have been fulfilled.

45.1 Completion of all construction work in a manner acceptable to the County.

45.2 Delivery by the Contractor to the County of all required written guarantees, warranties, and "As-Built" drawings.

45.3 Delivery by the Contractor to the County of an affidavit, sworn to before a notary public, stating that all workers and persons employed, all firms supplying the materials, and all subcontractors on the Project have been paid in full; and that there are no bills outstanding against the Project for either labor or materials, except certain items, to be set forth in such affidavit covering disputed claims or items in connection with which notices to withhold have been filed under the provisions of the statutes of the State of California.

46. Substitution of Subcontractors

46.1 Where a hearing is held pursuant to the provisions of Chapter 2, Division 5, Title 1 of the Government Code (commencing with Section 4100), by the awarding authority or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of all costs incurred by the County for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed.

46.2 The statement shall then be sent to the general contractor who shall reimburse the County for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the general contractor prior to acceptance of the Project.

47. Equal Employment Opportunity

Contractor agrees to fully comply with the laws and programs (including regulations issued pursuant thereto) which are listed following this paragraph. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this Contract. Contractor warrants that he will make himself thoroughly familiar with the applicable provisions of said laws, programs and regulations prior to commencing performance of the Contract. Copies of said laws, programs and regulations are available upon request from the San

Bernardino County Contract Compliance Officer, 222 Hospitality Lane, Third Floor, San Bernardino, California 92415-0021. To the extent applicable, the provisions of said laws, programs and regulations are deemed to be a part of this Contract as if fully set forth herein.

a. Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, as amended. Pub. L.92-540, Title V, Sec. 503(a), Pub. L.93-508, Title IV, Sec. 402. (38 USCA 2011-2013).

b. Rehabilitation Act of 1973, as amended (Handicapped) Pub. L.93-112, as amended (29 USCA 701-794).

c. California Fair Employment Practice Act. Labor Code Secs. 1410 et seq.

d. Civil Rights Act of 1964, as amended (42 USCA 2000a to 2000H-6) and Executive Order No. 11246, September 24, 1965, as amended.

47.2 Equal Opportunity Clause

In addition, during the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR Section 60-1.4, as quoted in the "Contract Compliance Guidelines For Construction Contractors", (elsewhere in these specifications).

47.3 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

This clause is inserted pursuant to Executive Order 11701 of January 24, 1973, and the Vietnam Era Veterans Readjustment Assistance Acts of 1972 and 1974 (P.L. 92-540, 93-508), and is applicable pursuant to 41 CFR Sec. 60-250. (Wording appears in the "Contract Compliance Guidelines For Construction Contractor", elsewhere in these specifications.)

47.4 Affirmative Action for Handicapped Workers

This clause is inserted pursuant to the Rehabilitation Act of 1973 (P.L. 93-112) and 41 CFR Sec. 60-741.4.

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Manager, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The Contractors will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vender. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

48. Executive Order 11588
The Contractor shall comply with the provisions of Executive Order 11588 issued March 29, 1971, and any other executive order, statute or regulation regarding the stabilization of wages and prices in the construction industry.

49. Executive Order 11246
The Contractor certifies that he will fully comply with Executive Order 11246, as amended by Executive Order 11375, and the rules and regulations issued thereunder, which are hereby incorporated by reference as appropriate. The Contractor commits himself to such compliance by submitting a properly signed bid or offer or by signing or otherwise accepting a contract or subcontract.

50. Termination By Acts of God
The Contract shall be terminated by "Acts of God" as prescribed in the California Government Code, Section 4151(b).

51. Clean Air Act
The Contractor shall comply with the provisions of the Clean Air Act of 1970.

52. Trenching & Excavating
Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

a. That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

1. Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

b. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the times required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

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

53. Mediation and Arbitration of Claims

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20104) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contract entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of the Division 3.6 of Title 1

of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submit his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing) with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Revised 1/9/07

SPECIAL CONDITIONS
FOR
BARSTOW-DAGGETT AIRPORT
MODULAR OFFICE BUILDING

PROJECT NO. D006

SPECIAL CONDITIONS

1.1 Coordination, Scheduling, and Meetings: The Contractor shall coordinate scheduling all construction activities with the Project Manager, Department of Airports, County of San Bernardino, prior to beginning the activities. The successful bidder shall attend a preconstruction conference at a location and time set by the County.

Construction meetings shall be held at the job site as requested by the Contractor or the County. Details regarding job site meetings will be arranged at the preconstruction conference.

1.2 Codes, Ordinances and Regulations: Construction activities and materials shall conform with the requirements of the following codes, ordinances and regulations:

Uniform Building Code (as adopted and/or amended by the County of San Bernardino); Rules and Regulations of the California State Industrial Accident Commission, Safety Orders of the Division of Industrial Safety; Uniform Mechanical Code; Uniform Plumbing Code (published by Western Plumbing Officials Association); Standard Specifications for Public Works Construction.

All other State and National Codes, Ordinances, Rules, and Regulations not specifically mentioned above, but which apply to the proposed construction. In any case of conflict between any of the documents mentioned above, and the specifications and drawings, the requirement that is the most strict shall govern. Nothing in these plans and specifications is to be construed to permit work not in conformance with these codes.

1.3 Liquidated Damages: Article 39 of the General Conditions is amended to include the following:

Liquidated Damages: Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of $500.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor.

1.4 Safety: The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property for the duration of the Work, on a 24-hour day, 7-day week basis. Prior to the start of construction, Contractor shall provide the Project Manager with a copy of Contractor's Illness and Injury Prevention Program as required by Senate Bill 198, as specifically relating to this project.

1.5 Inspection: The Contractor shall notify and coordinate any inspections needed during the course of construction with any City and County regulatory agencies having jurisdiction over the project.

1.6 Work Schedule: The Contractor may perform all work between Monday through Saturday between 7:00 am and 5:00 pm. However, no inspection shall be made on Saturday.

1.7 Dust Control: The Contractor shall be responsible for keeping dust created by his/her work down to a minimum.

1.8 Trenches: All open trenches shall be secured with proper barricades and delineators and shall not be kept open for more than 24 hours and shall be backfilled immediately after inspection. Trenches shall be compacted to 95% relative compaction. Contractor shall notify the County for inspection at least 24 hours prior to backfilling any trenches and in no case before inspection.

1.9 Temporary Fencing: The Contractor shall provide temporary fencing around the site for safety and security. Coordinate exact locations with the Project Manager.

1.10 Traffic Control: The Contractor shall be responsible for notifying and coordinating any traffic control needed during the course of construction with any City and County regulatory agencies having jurisdiction over this project and shall keep all traffic obstructions and/or delays created by his/her work down to a minimum.

1.11 Underground Utilities: The Contractor shall notify the Project Manager, Project Inspector and any City and County regulatory agencies having jurisdiction over this project a minimum of 48 hours prior to trenching or excavating any areas of the project site to prevent unintended or unwanted disruption of any underground utilities.

1.12 Aboveground Utilities: The Contractor shall notify the Project Manager, Project Inspector and any City and County regulatory agencies having jurisdiction over this project a minimum of 48 hours prior to potentially disturbing any aboveground utilities.

1.13 Change Orders: Contractor is referred to Section 38 of the General Conditions and the Change Order Forms contained in this section.

1.14 Security Clearance: All of the Contractors work force, including the subcontractors and all substitutes, must be subject to security clearance by the County of San Bernardino Probation Department. The Contractor shall submit to the Project Manager, one week prior to beginning work at the job site, a detailed list of workers, including full names, home addresses, Social Security numbers, dates of birth and driver's license numbers.

1.15 Equipment Safety and Security: Maintain maximum security that no tools or equipment used by the Contractor shall be left unattended, and shall be properly secured at the end of each working day, to prevent use by unauthorized person.

PLANS AND SPECIFICATIONS
FOR
BARSTOW-DAGGETT AIRPORT
MODULAR OFFICE BUILDING

PROJECT NO. D006

Barstow - Daggett 24’ x 60’

SPECIFICATIONS

I. Design Criteria

- Uniform Building Code (Latest as adopted by HCD for Commercial Modulars)
- Group B Division 2 Occupancy
- Type 5 Non-rated Construction
- National Electric Code (Latest as adopted by HCD)
- Uniform Mechanical Code (Latest as adopted by HCD)
- Uniform Plumbing Code (Latest as adopted by HCD)
- State of CA Approvals – HCD / Commercial Modulars
- 50 PSF Floor Load
- 20 PSF Roof Load
- 80 MPH Exposure C Wind Load
- 1500 PSF (Assumed) Soil Bearing Capacity

II. Frame Construction

- Perimeter Type -8” Steel ‘C’ Channel w- Steel Purlins
- Detachable Hitch
- 6000# Axles (As required)

III. Floor Construction

- Bottom Board Barrier
- R-11 Insulation
- Steel Floor Joists 16” O.C.
- 1 1/8" T & G Floor Decking (Glued and Screwed)
- Finished flooring and base is by the owner on site

IV. Exterior Wall Construction

- 2" x 4" Studs 16" O.C.
- R-11 Insulation
- 7/16” LP Smart Panel w/ vertical grooves @ 8” o.c.
- Low Sheen Acrylic Latex Enamel, colors to be decided by County
- 7/16” Masonite top, bottom, Door & Window trim (Ship loose bottom trim)

V. Interior Wall Construction

- 2" x 4" Studs 16" O.C.
- R-11 unfaced Insulation
- 1/2" vinyl wrapped gypsum w/ vinyl wrapped trims
- FRP to ceiling w/ trims for restroom walls

VI. Roof/Ceiling Construction

- Transverse Ridge Roof System (1/4” in 12” pitch)
- Steel Clearspan Construction
- 2" x 6" Roof Joists 24" O.C.
- 3/8" Plywood Roof Sheathing or Equal
- 2' x 4' Suspended Acoustical T-Grid Ceiling
- R-19 Insulation Galvanized Standing Seam Roofing over felt paper

VII. Doors and Windows

- (2) 8080 Rough Openings only. Exterior doors, frames, casing, hardware & installation are by others.
- 36" x 80" Solid Core 6 panel Colonial Style Pre-Finished Stained Wood Pre-hung in Wood Stained and finished jamb w/ stops. 3-1/2” White Colonial Style Casings painted with Semi Gloss Acrylic Latex Enamel. (White)
- Residential Style Polished brass Passage and Privacy Levers -2040 White Exterior Vinyl Single Hung

Single Glazed (Bronze Tinted) French windows -3040 Interior Fixed Clear temperered (Centered in wall w/ frames and stops)

VIII. Electrical

- 1 Phase 200 amp 120/240 Volt MDP w/ breakers
- HVAC disconnects w/ wiring back to panel (via hardwire crossovers at the mod line)
- NMC Copper Romex Raceway Throughout
- 4' Two Tube Diffused, Recessed Fluorescent Lighting
- Exterior Incandescent Entrance Lights at exterior doors
- Exhaust Fan/Light Combination in restrooms
- Switches at Doorways (White)
- 15 amp Duplex Receptacles per plan (White)
- 110 volt (Switched) wired J boxes in attic space for future ceiling fans
- Empty single gang boxes w/ flex conduit & pull string (below floor) for phone / data
- GFCI Receptacles (White)
- Exit Lights w/ battery back up per code
- Emergency Lights w/ battery back up per code

IX. Plumbing

- Copper Supply, ABS Drain, Waste and Vent
- Tank Type Water Closets
- Wall-hung Lavatory w/ single lever faucet
- 15” x 15” Bar Sink w/ Gooseneck Faucet
- EEMAX Point of Use Water Heater or Equal
- Toilet Paper Holders
- Towel Bars
- C-fold Towel Dispenser
- Liquid Soap Dispensers
- Mirrors
- Grab Bars

X. H.V.A.C.

- (2) 3 Ton 10 Kw Wall Mount HVAC Unit(s)
- Auto Change Over programmable T-Stats
- Overhead Ducted Supply w/ 12” x 12” adjustable Supply registers
- Return Air at Wall Grille w/ over the wall duct jumps

XI. Miscellaneous

- 15 l.f. Pre-finished Oak (Aristocraft or equal) Base cabinets
- 15 l.f. HPL Countertop w/ 4” back & side splashed w/ No-Drip front edge
- 6 each Category 5E combination Telephone / Data jacks w/ wiring installed to a plywood backboard with a rack and punch down block.

XII. Options (Additional Adds):

- Stucco (Metal, lath & plaster over plywood) Exterior vs. LP Smart Panel
- Raw gypsum ceiling w/ recessed canned lighting vs. bid
- Raw gypsum walls w/ metal, mud, tape & orange peel texture vs. vinyl wrapped gyp
- Dual glazed (insulated) exterior windows vs. bid
- R-19 insulation in exterior walls (2x6 framing vs. 2x4)
- R-19 insulation in floor vs. R-11
- R-30 insulation in roof vs. R-19
- Site Built Porches with columns & 10’ X 6’ concrete landings

XIII. Site Work By Contractor

- (2) 10’ x 6’ x 4” thick concrete pads under porch at exterior doors
- Remove Axles, Tires & Hitches and remove from site -Excavation and export (Spread Dirt on site) as required for foundation

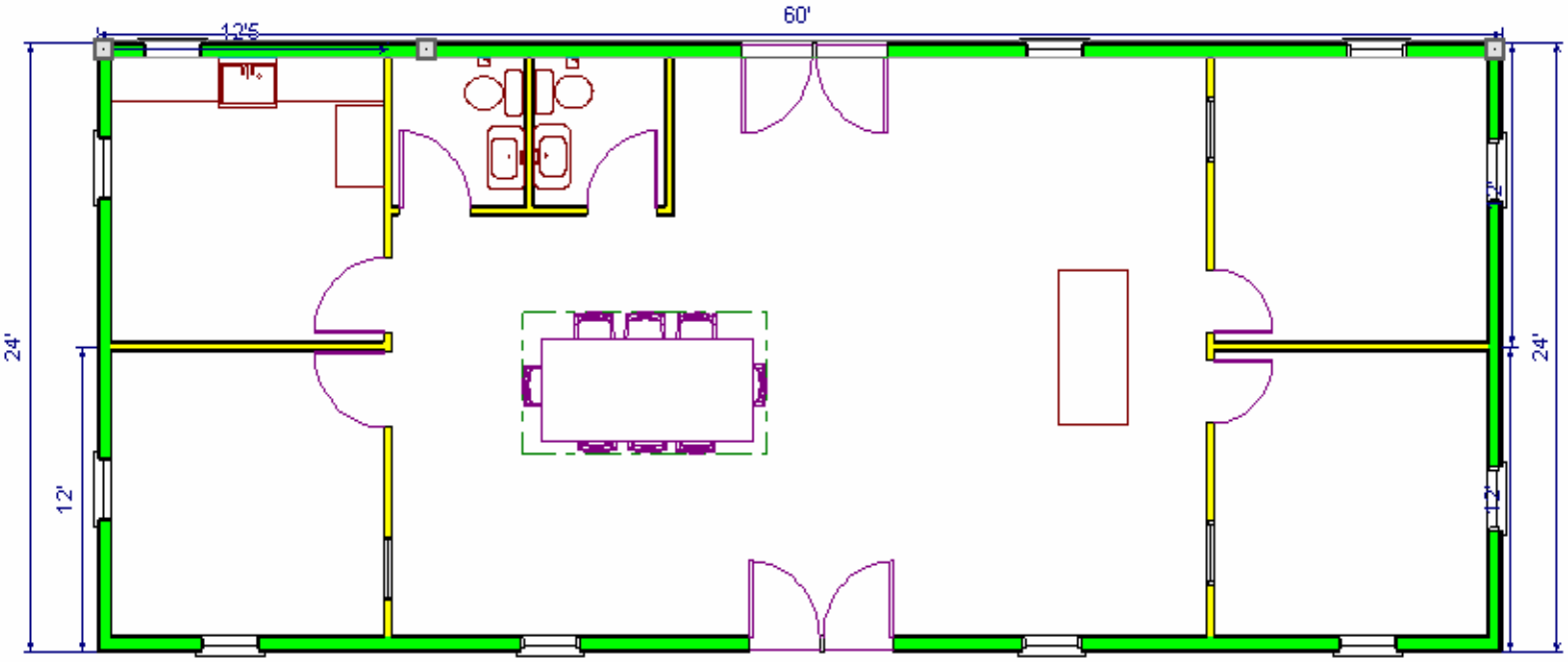
- Backfill and compaction
- Final Grading for positive drainage away from building
- Below Grade Concrete Footing / Stem wall Foundation w/ embedded weld plates
- Steel Piers on Pressure treated plywood pads at the mod line
- 6 mil black plastic vapor barrier in crawl space
- Weld buildings to foundation -Flashings and concrete board at foundation (See detail)
- Below floor Access and foundation venting per code
- Manifold and stub out Water & Sewer for connection by others
- Electrical panel interconnected and ready for final connection / meter by others
- Engineered Drawings and calculations

XIV. <u>Site Work by Customer (County of San Bernardino)</u>

- Reception Counter / Furniture shown on plan
  Exterior doors, frames, casings, hardware & installation.
- All Floor covering (including prep) and all cove base
- Interior painting
- Ceiling Fans
- Site Plans, Utility Plans, Civil Drawings (if required)
- Additional Concrete / sidewalks / Landscaping, etc.
- Incoming Tele / Data wiring & connections to the backboard.
- Alarm / Camera / Security wiring and devices
- Utilities and final connection to Water, Sewer and Electrical
- Permits and Inspection Fees

XV. <u>Schedule (120 Calendar Days from Notice to Proceed)</u>

- Material procurement/manufacturing 5 weeks
- Site/foundation prep (assume 3 weeks concurrent with manufacturing)
- Building delivery and Install 3 weeks



LIVING AREA

1420 sq ft