



ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

AT THE

**San Joaquin County Fair
1658 S. Airport Way
Stockton, CA 95206**

**FOR PROJECT INFORMATION
CONTACT**

**Michael Sellens
msellens@ccaauthority.org
(916) 263-6155**

**California Construction Authority (CCA)
1776 Tribute Road, Suite 220
Sacramento, CA 95815
(916) 263-6100**

Project No. 002-21-069

August 4, 2021

TABLE OF CONTENTS

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT SAN JOAQUIN COUNTY FAIRGROUNDS CCA PROJECT No. 002-21-069

TITLE PAGE

TABLE OF CONTENTS

1. INVITATION TO BID
- 2.. INSTRUCTION TO BIDDERS
3. BID FORM
4. BID BOND (SECURITY) FORM
5. DESIGNATED SUBCONTRACTORS LIST
6. NON-COLLUSION AFFIDAVIT
7. WORKERS COMPENSATION CERTIFICATE
8. CONTRACTOR/SUBCONTRACTOR DIR CERTIFICATION
9. PREVAILING WAGE CERTIFICATION
10. DVBE PARTICIPATION CERTIFICATION
11. PROJECT EXAMPLES
12. LEGAL ACTION
13. NOTICE TO AWARD
14. NOTICE TO PROCEED
15. PERFORMANCE BOND
16. PAYMENT BOND (CONTRACTOR'S LABOR AND MATERIAL BOND)
17. SUBMITTALS
18. PRODUCT OPTIONS AND SUBSTITUTIONS
19. CONSTRUCTION SCHEDULE
20. WARRANTY / GARUNTEE FORM
21. APPRENTICESHIP COMPLIANCE

APPENDIX A: SITE INFORMATION

APPENDIX B: PROJECT ELECTRICAL PLANS & DETAILS

APPENDIX C: AGREEMENT

APPENDIX D: GENERAL CONDITIONS

END OF SECTION

INVITATION TO BID

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

BID REQUIREMENTS AND INFORMATION

California Construction Authority (“CCA”) will be receiving sealed bids until **3:00 pm on AUGUST 20, 2021** at CCA’s office at 1776 Tribute Road, Suite 220, Sacramento, CA 95815 for the **ELECTRICAL TRANSFORMER AND PEDESTAL REPLACEMENT** public works project at the San Joaquin County Fairgrounds (Fair) at 1658 South Airport Way in Stockton, California:

ESTIMATED PROJECT COST: \$ 60,000.00

SCOPE OF WORK: The project will consist of labor, equipment and materials to provide new distribution electrical equipment and replace an electrical pedestal at the San Joaquin County Fairgrounds. The scope of work is summarized below.

1. **REPLACE SUBSTATION J:** 150KVA, 4, 160-120/240V, Single-Phase, Transformer; Primary feeder cables and pole switch; 800A, 120/240V, Single Phase, Three (3) Wire Distribution Switchboard; Receptacle Array and Equipment Pad. (Base Bid)
2. **REPLACED DAMAGED ELECTRICAL PEDESTAL:** Remove damaged electrical pedestal adjacent to Building 5 and install new UL Listed 100 amp, pad mounted underground feed RV electrical pedestal, with 50/30/20GFCI receptable. New concrete RV pedestal footing/pad. Replace 250 feet, three (3) MCM aluminum wire from switchgear to pedestal and 250 feet of same wires from switchgear to Christy box. New wire to be installed in existing conduit. (Base Bid)
3. **REPLACE SUBSTATION I:** 150KVA 4, 160-120/240V, Single Phase, Transformer; Primary feeder cables and Pole Switch; 800A, 120/240V, Single Phase, Three (3) wire distribution switchboard; and Equipment Pad. (Add. Alt #1)

4. **REPLACE SWITCHBOARD H:** Switchboard Feeder and Receptacle Array. Modify Equipment Pad, as required. (Add. Alt. #2)
5. **HEAT REMOVAL SYSTEM:** Install new heat removal system for transformer vault below Grandstand (Add. Alt #3)

Applicable engineering drawing and specifications associated with the electrical transformers are included in Appendix B.

BIDDING REQUIREMENTS

1. This is a Public Works Project.
2. The Bidder is required to possess a **California Contractors C-10 License**, that is active and in good standing at the time of the bid opening and remain so throughout the duration of Contract. Any specialize skills, i.e. welding, to be conducted by personnel with applicable qualifications and license.
3. Bidding conducted in accordance with the Government Code section 14838.5 (a) and (b) (The SB/DVBE Option). The Bidding Contractor must be a California–certified Small Business (SB) or Disabled Veterans Business Enterprise. SB/DVBE registration must be active and in good standing at the time of the bid opening and remain so throughout the duration of Contract.
4. The Bidder and its subcontractors are required to be registered with the Department of Industrial Relations (DIR) at the time of bid submittal pursuant to Section 1725.5 and 1771.1 of the California Labor Code. Registration must be active and in good standing at the time of the bid opening and remain so throughout the duration of Contract.
5. A Noncollusion Affidavit (see attachment, and Public Contract Code Section 710b), is to be included with the submitted Bid.
6. The successful Bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages, including that for holiday and overtime work as determined by the State of California DIR, for the type of work performed and the locality in which the work is performed, pursuant to sections 1770 et seq. of the California Labor Code. Proof of certified payroll will be required to be submitted to CCA.
7. Bidding Contractor to provide notice of any legal action against your company in the last five (5) years where a legal settlement of greater than \$50,000 was incurred
8. Bidding Contractor to provide list of not less than four (4) similar projects in which you were listed/contracted as the primary contractor performing the tasks associated with this project in the last 24 months.

9. A Bid Bond will be required on this project, and the successful Bidder will be required to furnish a 100% Performance Bond and a 100% Payment Bond, along with proof of required insurance.
10. The selected contractor will be responsible for all labor, materials and equipment to complete the project.
11. The selected contractor will be responsible for the off-site disposal of all project wastes and keeping the project site clear.
12. Contractor to supply and receive approval of submittals of all critical materials prior to purchase and installation.
13. Interested parties are to be familiar with the site and attended a **MANDATORY pre-bid job walk that will be held on AUGUST 13, 2021 at 9:00 am.** Interested parties are to meet at the Fair's Administration Office, and will be required to sign-in at this location. Parties that do not sign-in at the meeting location or are late may be disqualified from bidding
14. Sealed Bids will be received until **3:00 pm, on AUGUST 20, 2021** at CCA's office at 1776 Tribute Road, Suite 220, Sacramento, CA 95815.
15. All bids shall be written on the attached CCA Bid Forms provided in the bid documents. Bids will be publicly opened and announced at that time. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
16. The Contract will be awarded to the lowest total bid conforming to the bid requirements for the project. Bids to include all labor, equipment, materials, and applicable taxes.
17. The work is to be 100% completed by **NOVEMBER 12, 2021**, with all work scheduled around Fair events and State observed holidays. If Contractor fails to complete the work within the contract time, liquidated damages of \$250 a day may accessed, see Appendix D, Agreement

GENERAL NOTES

1. Submittals for all equipment and materials to be submitted and approved by CCA, prior to purchase.
2. All Work associated within this project, is to be warranties in workmanship and material with a minimum warranty as follows from the date of completion. Workmanship, minimum of two (2) years and standard (not shorter than two (2) years) Material Warranty on all equipment and materials.
3. Contractor responsible for site and workers safety, including any required fencing, confirmed space access, respiration, and fall protection. All equipment, safety devices and machinery shall be maintained in accordance with state Law, and all technicians should be trained and certified for the equipment being utilized. Any certification to be provided to CCA before start of project.
4. All work to be scheduled around Fair Events. At the current time there are no blackout/no work periods, based upon a Monday through Friday work week associated with the project site.
5. Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds

the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January	8	July	2
February	7	August	2
March	5	September	2
April	4	October	2
May	2	November	5
June	2	December	8

****Weather days are non-compensable.**

6. Protection of visiting public and facility workers to be maintained at all time.
7. The selected contractor will be responsible for all labor, materials and equipment to complete the project, including the unloading of all equipment and materials. The Fair will not supply a forklift or operator for the unloading or moving of any equipment or materials.
8. Contractor to supply and receive approval of submittals of all critical materials prior to purchase and installation.
9. An equipment and material laydown area will be provided on the fairgrounds.
10. The selected contractor will be responsible for the off-site disposal of all project wastes and keeping the project site clear.
11. Any provided dimensions or drawings shall not be used for scaling measurement or quantity, but used as a general description of the existing conditions. It shall remain the contractor's responsibility to measure and note sizes and quantities of items.
12. Requests for substitutions after award of the Contract shall be within **FIFTEEN (15)** days of the date of the Notice of Award.
13. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
14. If the material, process, or article offered by Contractor is not, in the opinion of CCA, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order. This provision shall not be applicable with respect to any material, product, thing or service for which CCA made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services. Any request for a substitution shall be in writing and shall include all item included in the Product Option and Substitution" section.

15. All materials are to meet project specifications. The contractor is required to provide manufacturers specification attesting to the design recommendations of all applicable materials prior to ordering materials and the start of the work.
16. All work is to comply with all current applicable California Codes.

Site information is included in Appendix A. Electrical Design Plans for the transformer/switchgear portion of the project are included in Appendix B. An example of the project “Agreement for Construction Contractor Services”, along with the project Terms and Conditions are included as Appendix’s D and E, respectively.

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT
SAN JOAQUIN COUNTY FAIRGROUNDS
CCA PROJECT No. 002-21-069

DATE	ACTIVITY
August 4, 2021	Bid Package Issued
August 13, 2021 @ 9:00 am	Job Walk
August 20, 2021 @ 3:00 pm	Contractor Bid Due
August 27, 2021 (Anticipated)	Notice of Award
September 10 , 2021 (Anticipated)	Notice to Proceed (NTP): Project Start Date, Project Submittal Log including determination of critical path submittals, Schedule of Values
<u>Milestone #1</u> by September 24, 2021	Submission of all Critical Path Submittals
<u>Milestone #2</u> Approx. October 4, 2021	Mobilization (to be coordinated between CCA, Fair, and Awarded Contractor)
<u>Project Completion</u> November 12, 2021	Completion and Close-Out

INSTRUCTIONS TO BIDDERS

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

California Construction Authority (CCA) ("Owner") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to CCA. Bidder's bid may be rejected at the sole discretion of CCA.

1. **Project.** Bids are requested for a general construction contract, or work described in general, for the following project:

ELECTRICAL TRANSFORMER AND UTILITY POLE REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

1. **Sealed Bids.** CCA will receive sealed Bids from Bidders as indicated in the Invitation to Bid and each Bidder shall ensure that its Bid:
 - A. Is sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids;
 - B. Contains all documents as required herein; and
 - C. Is submitted by date and time shown in the Invitation to Bid.
2. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids.
3. **Bid Form.** Bidders must submit Bids on the CCA Bid Form and all other required CCA forms. Bids not submitted on CCA's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other CCA-provided documents.
4. **Complete Bids.** Bidders must supply all information required by each of the Contract Documents. Bids must be full and complete. CCA reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form:

- A. **Completed Bid Form**
- B. **Bid Bond or other security**
- C. **Designated Subcontractors List**
- D. **Noncollusion Affidavit**
- E. **Prevailing Wage Certification**
- F. **Certificate of Proof for Contractor/Subcontractor DIR Registration.**
- G. **Notice of Legal Action**
- H. **A list of not less than four (4) of recent similar projects in scope, size, and cost in which you were listed/contracted as the primary contractor during the last 24 months. Please include contract price, contact information for owner/construction/project manager and if projects were completed on schedule/on budget.**

5. **Bid Security.** Bidders must submit their Bid Form with cash, a cashier's check or a certified check payable to CCA, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of their base Bid amount, including all additive alternates. Required form of corporate surety, Bid Bond, is provided by CCA in the Contract Documents and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
6. **Subcontractor List.** Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
7. **Noncollusion Affidavit.** Bidders shall submit the Noncollusion Affidavit with their Bids. Bids submitted without the Noncollusion Affidavit shall be deemed non-responsive and will not be considered.
8. **Erasures.** Bids shall be clearly written without erasure or deletions. CCA reserves the right to reject any Bid containing erasures or deletions.
9. **Words/Numerals.** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.
10. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the CCA. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker

needed to execute the Contract, as determined by the DIR are available at <http://www.dir.ca.gov>.

11. **DIR/Contractor Registration.** Contractor and Sub-Contractor shall be registered with the DIR prior to submitting Bidder shall ensure that it and its Subcontractors (i) comply with the compliance monitoring and enforcement provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and (ii) are registered pursuant to Labor Code section 1725.5. Bidder and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal for, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Provide certification proof with bid documents.
12. **DVBE.** For any project that is at least partially state-funded, the low Bidder must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Bidders should not submit these forms with their Bids.
13. **Bidder Diligence.** Submission of Bid signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to CCA that Bidder has fully completed the following:
 - A. Bidder has visited the Project Site, as required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - B. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
 - C. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

- D. Bidder has given CCA prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by CCA is acceptable to Bidder;
- E. Bidder has made a complete disclosure in writing to CCA of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of CCA or other officer or employee of CCA presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- F. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by the Instructions to Bidders and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work “incidental” to completion of the Work.
- G. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, CCA only warrants, and Bidder may only rely, on the accuracy of limited types of information.
 - 1. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on CCA-supplied information regarding above-ground conditions or as-built conditions.
 - 2. As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. CCA is not responsible for the completeness of such information for bidding or construction; nor is CCA responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is CCA responsible for subsurface conditions that are not specifically shown (for example, CCA is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- H. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

1. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Project Site that have been utilized by Architect in preparing the Contract Documents; and
 2. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Project Site that has been utilized by Architect in preparing the Contract Documents.
 3. These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by CCA.
14. **As-Built.** Bidders may examine any available “as-built” drawings of previous work by giving CCA reasonable advance notice. CCA will not be responsible for accuracy of “as-built” drawings. The document entitled Existing Conditions applies to all supplied “as-built” drawings.
15. **Questions.** All questions about the meaning or intent of the Contract Documents are to be directed in writing to CCA. Interpretations or clarifications considered necessary by CCA in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the CCA as having received the Contract Documents. Questions received less than **FOUR (4)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
16. **Addenda.** Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by CCA. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from CCA.
17. **Substitution for Specified Items.** Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. All requests must comply with the requirements specified in the Special Conditions, the Specifications and the following:
- A. Request for Substitution Prior to Bid.**
1. CCA must receive any request for substitution a minimum of **SEVEN (7)** calendar days prior to the date of bid opening.
 2. The CCA’s denial of a substitution request prior to the date of bid opening shall be conclusive, requiring Bidders to list only approved items. The CCA is not responsible and/or liable in any way for a Bidder’s damages and/or claims related,

in any way, to that Bidder's basing its bid on any requested substitution that CCA has not approved. Bidder's Bid shall be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.

3. CCA reserves the right not to act upon submittals of substitutions until after the date of bid opening.

B. Request for Substitution after Bid Award. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions.

C. Information with Request. Requests for substitutions shall contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

18. **Alternates.** The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at CCA's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work. CCA shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders.

19. **Notice of Award.** The Bidder awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles CCA to, among other remedies, make a claim against Bidder's Bid Bond or deposit Bidder's cash, cashier's check, or certified check. The proceeds thereof may be retained by CCA as liquidated damages, in CCA's sole discretion.

A. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.

B. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

C. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.

D. Insurance Certificates and Endorsements, including Workers' Compensation Certification.

E. Small Business Enterprise Participation Certification, if applicable.

F. Disabled Veterans' Business Enterprise Participation Certification, if applicable.

G. Apprenticeship Resolution Compliance Certification.

Documents submitted with Bid, do not need to be re-submitted.

20. **Notice to Proceed.** CCA may issue a “Notice to Proceed” within **THREE (3)** months from the date of the Notice of Award. Changes by CCA to the “Anticipated” “Notice to Proceed” or actual “Notice To Proceed” date does not change the project or contract milestone completion dates respectively. Contractor will be bound and accountable to the dates, milestones and liquidated damages as set forth in the “Contract Agreement”. Contractor to verify all dates before initialing and signing Contract Agreement. Upon receipt of the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

A. CCA may postpone issuing the Notice to Proceed beyond the 3-month period, upon reasonable notice to Contractor.

B. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the “Notice to Proceed” beyond the three (3)-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, the Contractor may terminate the Contract. Contractor’s termination due to a postponement beyond the three (3)-month period shall be by written notice to CCA within **SEVEN (7)** calendar days after receipt by Contractor of CCA's notice of postponement.

C. Changes by CCA to the “Anticipated” “Notice To Proceed” or actual “Notice To Proceed” date does not change the project or contract milestone completion dates respectively. Contractor will be bound and accountable to the dates, milestones and liquidated damages as set forth in the “Contract Agreement”. Contractor to verify all dates before initialing and signing Contract Agreement.

D. It is further understood by Contractor that in the event Contractor terminates the Contract as a result of postponement by CCA, CCA shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which CCA had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.

E. Should Contractor terminate the Contract as a result of a notice of postponement, CCA shall have the authority to award the Contract to the next lowest responsive responsible bidder.

21. **Bid Protests.** Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to CCA, before 2:00 p.m. of the **THIRD (3rd)** business day following the date of bid opening.

- A. The protest must contain a complete statement of any and all bases for the protest.
 - B. The protest must refer to the specific portions of all documents that form the bases for the protest.
 - C. The protest must include the name, address and telephone number of the person representing the protesting party.
 - D. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - E. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
22. **Rejection of Bids.** CCA reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if CCA believes that it would not be in the best interest of CCA to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CCA. CCA also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).
23. **Bidder Responsibility.** Prior to the award of Contract, CCA reserves the right to consider the responsibility of the Bidder. CCA may conduct investigations as CCA deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to CCA's satisfaction within the prescribed time.

END OF SECTION

BID FORM**ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT****SAN JOAQUIN COUNTY FAIRGROUNDS****CCA PROJECT No. 002-21-069**To: **California Construction Authority (CCA) ("Owner")**From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, any Drawings and Specifications of Bid No. **002-21-069**.

"Contractor" will accept in full payment for the Base Bid Work, plus work associated with selected Additive Alternatives or Unit Costs' if applicable, all taxes included:

1. **REPLACE SUBSTATION J:** \$ _____2. **REPLACED DAMAGED ELECTRICAL PEDESTAL:** \$ _____

_____ Dollars \$ _____
BASE BID PRICE (1 + 2)

_____ Dollars \$ _____
ADD. ALT. #1 PRICE:

_____ Dollars \$ _____
TOTAL BID (Base Bid + Add.Alt#1):

Documents required to be included with this bid form for a responsive bid at the discretion of CCA. See #5H herein.

Contract shall be awarded based Fair available funding, low bid, and selected of scope of work, i.e. "Base Bid" scope only, "Base Bid, plus Add. Alt #1". Apparent low bidder will be notified in a "Notice of Intent to Award" letter. No work to be initiated until the "Notice to Proceed" letter has been issued. If any Additive Alternates are to be accepted, they will be included in the contract.

1. **ADDITIVE ALTERNATES**

Any Alternate shall include full cost for furnishing all mobilization, labor, materials, tools, overhead, profit, equipment and incidentals. The cost assigned to each alternate shall be complete and all inclusive, but shall take into account any “economy of scale” available to the Contractor should the work be included in the overall project.

The Owner will review the Base Bid amount and the available construction budget and determine if Additive Alternate work listed below will be feasible. Should funding be available, based on the Base Bid price compared to the Owner’s construction budget, the Owner may elect to accept the Alternate(s) for including in the Contract. The Owner has the right to not accept any Alternates but must accept Alternate #1 before considering Alternate #2.

Additive Alternates#1: Contractor will provide Price to “**REPLACE SUBSTATION I**”, 150KVA 4, 160-120/240V, Single Phase, Transformer; Primary feeder cables and Pole Switch; 800A, 120/240V, Single Phase, Three (3) wire distribution switchboard; and Equipment Pad. Full details shown in project plans. Price to include all materials, labor and any associated direct costs (shipping, ta

xes, etc.).

Dollars. \$ _____

ALTERNATIVE #1 PRICE

Apply AA#1 price on Page 1.

Additive Alternates#2: Contractor will provide Price to “**REPLACE SWITCHBOARD H**”, Switchboard Feeder and Receptacle Array. Modify Equipment Pad, as required. Full details shown in project plans. Price to include all materials, labor and any associated direct costs (shipping, taxes, etc.).

Dollars. \$ _____

ALTERNATIVE #2 PRICE

Additive Alternates#3: Contractor will provide Price to “**HEAT REMOVAL SYSTEM**”, Install new heat removal system for transformer vault below Grandstand. Full details shown in project plans. Price to include all materials, labor and any associated direct costs (shipping, taxes, etc.).

Dollars. \$ _____

ALTERNATIVE #3 PRICE

Applicable engineering drawing and specifications associated with the electrical transformers are included in Appendix B.

2. **UNIT PRICE(S):** **NOT USED**

3. **ALLOWANCE(S):** **NOT USED**

4. **LICENSE and CERTIFICATION:**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
- Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, be actively registered with the State of California DIR
- Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

5. **BID FORM:**

- A. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to CCA, and agrees that its bid, if accepted by CCA, will be the basis for the Bidder to enter into a contract with CCA in accordance with the intent of the Contract Documents.
- B. The undersigned has notified CCA in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning or content within any of the Contract Documents, and has contacted the CCA representative before bid date to verify the issuance of any clarifying Addenda.
- C. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- D. The liquidated damages clause of these Specifications is hereby Acknowledged and Agreed to.
- E. It is understood that the CCA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

F. Receipt and acceptance of the following addenda is (are) hereby acknowledged:

No.		Dated:		No.		Dated:	
No.		Dated:		No.		Dated:	

☐

Check if **no** addenda were issued.

G. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

H. The following documents are attached hereto:

- a. **Noncollusion Affidavit**
- b. **Designated Subcontractors List**
- c. **Prevailing Wage Certification**
- d. **Workers Comp Certification**
- e. **Certificate of Proof for Contractor/Subcontractor DIR Registration.**
- f. **Legal Action: Notice of any legal action against your company in the last five (5) years where a legal settlement of greater than \$50,000 was incurred**
- g. **Project Examples/References: Provide a minimum four (4) projects in the last 36 months, which includes a minimum of two (2) projects similar to the Scope of Work, in which the Bidder provided services similar to the project being bid. Not to include projects conducted for CCA or multiple projects for the same client.**
- h. **Bid Bond**
- i. **Iran Contracting Act Certification (PCC 2204).**
- j. **Darfur Contracting Act Certification (PCC 10478)**
- k. **Certification to be completed by Contractor.**

Note: All these documents are included in the Bid Document, and are to be completed and submitted with the Contractors completed "Bid Form".

Payment and Performance Bonds, along with proof of insurance will be required from the Successful Bidder.

I. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks

and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

- J. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), CCA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Bidder hereby certifies to CCA that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____ Fax Number _____

E-Mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Small Business Certification: No.: _____ Expiration Date: _____

DIR Certification: No.: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

BID BOND

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"),

and _____ as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the California Construction Authority ("CCA") of Sacramento County, State of California as Obligee, in the sum of

_____ (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to CCA for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of CCA's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation

under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If CCA awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF SECTION

DESIGNATED SUBCONTRACTORS LIST

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.
7. Subcontractors are to be registrated with the Department of Industrial Relations in accordance with SB 854
8. **DVBE.** Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises and the estimated percentage of the Work those subcontractor(s) will perform.
9. **CCA will permit Bidders to submit the required CSLB numbers and DIR registration numbers for each listed subcontractor no later than five (5) days after bid opening.**
10. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

Small/Micro Business (Y or N) ____ CSLB Number: _____ DIR Reg #: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

Small/Micro Business (Y or N) ____ CSLB Number: _____ DIR Reg #: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

Small/Micro Business (Y or N) ____ CSLB Number: _____ DIR Reg #: _____

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

Small/Micro Business (Y or N) ____ CSLB Number: _____ DIR Reg #: _____

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

NONCOLLUSION AFFIDAVIT
Public Contract Code Section 7106

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT
SAN JOAQUIN COUNTY FAIRGROUNDS
CCA PROJECT No. 002-21-069

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA, COUNTY OF _____

PRINT NAME

being first duly sworn deposes and says that he or she is

PRINT TITLE

of _____ **PRINT FIRM NAME**.

the Bidder 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 District of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

WORKERS' COMPENSATION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

PROJECT/CONTRACT NO.: Project # 002-21-069 between California Construction Authority ("CCA") and _____ (the "Contractor" or the "Bidder")

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

PREVAILING WAGE CERTIFICATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT
SAN JOAQUIN COUNTY FAIRGROUNDS
CCA PROJECT No. 002-21-069

CONTRACT NO.: XPO-21-069 between California Construction Authority (“Owner”) and
_____ (the “Contractor” or
“Bidder”) (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the Labor Compliance Program, if in use on this Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT
SAN JOAQUIN COUNTY FAIRGROUNDS
CCA PROJECT No. 002-21-069

CONTRACT NO.: 002-21-069 between **California Construction Authority (CCA)**
("Owner") and _____ (the "Contractor" or the "Bidder").

Section 2001 of the Public Contract Code requires each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** CCA is committed to achieving this DVBE participation goal. CCA encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to CCA of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a. Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b. Upon completion of the Work of the Contract, Contractor shall submit a report to CCA in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.

- i. The submission to CCA of this report is a condition precedent to CCA's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the CCA's obligation to make payment of the Final Payment.
- ii. CCA reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name: _____ Date: _____

Project Name: _____ Project Number: _____

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value

Add more sheets as needed to include all information for each DVBE

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____

NO _____

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF SECTION

PROJECT EXAMPLES

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT SAN JOAQUIN COUNTY FAIRGROUNDS CCA PROJECT No. 002-21-069

Provide a minimum four (4) projects in the last 24 months, in which the Bidder provided the similar services to the project being bid. Not to include projects conducted for CCA or multiple projects for the same client.

Project #1: _____	Project Value: _____
Contact Name and Company: _____	Contact Phone: _____
_____	Contact Email: _____

Project Description: The narrative description shall include the type of project, location, project details, dates of start and completion, the Contractor's responsibility (prime or subcontractor).

Project #2: _____	Project Value: _____
Contact Name and Company: _____	Contact Phone: _____
_____	Contact Email: _____

Project Description: The narrative description shall include the type of project, location, project details, dates of start and completion, the Contractor's responsibility (prime or subcontractor).

PROJECT EXAMPLES (Cont.)

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT SAN JOAQUIN COUNTY FAIRGROUNDS CCA PROJECT No. 002-21-069

Project #3: _____ **Project Value:** _____

Contact Name and Company: _____ **Contact Phone:** _____

_____ **Contact Email:** _____

Project Description: The narrative description shall include the type of project, location, project details, dates of start and completion, the Contractor's responsibility (prime or subcontractor).

Project #4: _____ **Project Value:** _____

Contact Name and Company: _____ **Contact Phone:** _____

_____ **Contact Email:** _____

Project Description: The narrative description shall include the type of project, location, project details, dates of start and completion, the Contractor's responsibility (prime or subcontractor).

LEGAL ACTION

**ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT
SAN JOAQUIN COUNTY FAIRGROUNDS
CCA PROJECT No. 002-21-069**

Notice of any legal action against the bidding company in the last five (5) years where a legal settlement of greater than \$50,000 was incurred

Contractor Legal Name: _____

Contractors License Number: _____

Check if named Contractor has NOT been involved in any applicable legal action settlement
If not checked, complete information below

1 Case Name: _____ **Case Date:** _____

Nature/Details of Case:

Settlement: \$ _____

2	Case Name: _____	Case Date: _____
	Nature/Details of Case: 	
	Settlement: \$ _____	

3	Case Name: _____	Case Date: _____
	Nature/Details of Case: 	
	Settlement: \$ _____	

Used additional pages if required

NOTICE OF INTENT TO AWARD

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

Dated: _____, 20____

To: _____
("Contractor")

(Address)

From: **California Construction Authority (CCA) ("Owner")**

Contractor was awarded the Contract on _____, 20____, by action of CCA's Board of Directors or board's designee pursuant to a delegation of authority by CCA's Board.

The Contract Price is _____ Dollars (\$ _____), and includes Additive Alternates (if applicable):

No. 1: _____ NA _____.

No. 2: _____ NA _____.

Up to Four (4) copies of each of the Contract Documents (except Plans & Specifications) accompany the Notice of Award. An electric sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

Contractor must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

Contractor shall execute and submit the following Contract Documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit the following Contract Documents entitles CCA to reject Contractor's bid as non-responsive.

- a. Agreement: Submit four (4) copies, each bearing an original signature. **If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the**

corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.

- b. Performance Bond (100%): Fully executed form provided in the Contract Documents.
- c. Payment Bond (100%) (Contractor's Labor and Material Bond): Fully executed form provided in the Contract Documents.
- d. Insurance Certificates and Endorsements.
- e. Workers' Compensation Certification
- f. Prevailing Wage Certification.
- g. Department of Industrial Relations Registration
- h. Small Business Enterprise Participation Certification.
- i. Disabled Veterans' Business Enterprise Participation Certification.
- j. Apprenticeship Resolution Compliance Certification

Failure to comply with these conditions within the time specified will entitle CCA to consider Contractor’s bid abandoned, to annul the Notice of Award, and to declare Contractor’s Bid Security forfeited, as well as any other rights CCA may have against Contractor.

CCA will return to Contractor one fully signed counterpart of the Agreement.

California Construction Authority (CCA)

BY: _____

NAME: _____

TITLE: _____

END OF SECTION

NOTICE TO PROCEED

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

Dated: _____, 20____

To: _____
("Contractor")

(Address)

From: **California Construction Authority (CCA)** ("Owner")

Contractor is hereby notified that the Contract Time under the Contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents and the attached revised mutually agreeable Milestone Schedule. In accordance with the Agreement executed by Contractor, the date of final project completion is on _____, 20____. Failure to meet any Milestones shall trigger Liquidated Damages. Liquidated damages shall be cumulative. Contractor must submit the following documents by 4:00 p.m. of the **TENTH (10TH)** calendar day following the date of this Notice to Proceed:

1. Contractor's preliminary schedule of construction, schedule of submittals, including Shop Drawings, Storm Water Pollution Prevention Plan (SWPPPs), Product Data, and Samples submittals.
2. Contractor's preliminary schedule of values for all of the Work.
3. Contractor's preliminary Contractor's Safety Plan specifically adapted for the Project.
4. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractor's License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a successful Project.

BY: _____

NAME: _____

TITLE: _____

END OF SECTION

PERFORMANCE BOND (100% of Contract Price)
(Note: Bidders must use this form, NOT a surety company form.)

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT
SAN JOAQUIN COUNTY FAIRGROUNDS
CCA PROJECT No. 002-21-069

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board (“Board”) of California Construction Authority (“CCA”) and _____ (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: **ELECTRICAL TRANSFORMER AND PEDESTAL REPLACEMENT (Project 002-21-069)** which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and _____ (“Surety”) are held and firmly bound unto the Board of the CCA in the penal sum of: _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the CCA all damages the CCA incurs as a result of the Principal’s failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless CCA, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety’s obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect CCA from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit CCA’s rights or the Contractor’s or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (____) ____ - ____ **Fax No.:** (____) ____ - ____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

 (Name of Principal)

 (Name of Surety)

 (Signature of Person with Authority)

 (Signature of Person with Authority)

 (Print Name)

 (Print Name)

 (Name and Address of California Agent of Surety)

 (Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND
Contractor's Labor & Material Bond (100% of Contract Price)

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT
SAN JOAQUIN COUNTY FAIRGROUNDS
CCA PROJECT No. 002-21-069

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the California Construction Authority ("CCA") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

_____ DOLLARS (\$ _____),
lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

SUBMITTALS**ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT
SAN JOAQUIN COUNTY FAIRGROUNDS
CCA PROJECT No. 002-21-069****1. GENERAL****A. RELATED SECTIONS AND PROVISION**

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this Section, including without limitation:

1. General Conditions;
2. Special Conditions;
3. Instructions to Bidders;
4. Summary of Work;
5. Contract Forms and Submittals

B. SECTION INCLUDES, where applicable

1. Submittal procedures – Use of Primavera.
2. Shop drawings.
3. PCM Electronic Submittal Process
4. Product data.
5. Samples.
6. Manufacturers' Instructions.
7. Manufacturers' Certificates.
8. Mock-Up.
9. Deferred approval requirements.

C. SUBMITTAL PROCEDURES

1. Contractor shall transmit each submittal in conformance with requirements of this Section. For each submittal, Contractor shall:
 - a. Sequentially number the transmittal forms. Resubmitted submittals must have the original number with an alphabetic suffix;
 - b. Identify Project and Architect's project number, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate;

- c. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Contractor's stamp and signature will be returned without review.
- 2. Coordinate preparation and processing of submittals with performance of Work. Transmit each submittal sufficiently in advance of performance of Work to avoid delay.
 - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - b. Coordinate transmittal of different types of submittals for related parts of Work so processing will not be delayed because of the need to review submittals concurrently for coordination.
 - c. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- 3. Comply with Contract Documents for list of submittals and time requirements for scheduled performance of Work.
- 4. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- 5. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- 6. Provide space for Contractor and Architect review stamps.
- 7. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- 8. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- 9. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.

D. SHOP DRAWINGS

- 1. Do not reproduce Contract Documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the Project is not a shop drawing.

2. Do not use or allow others to use Shop Drawings which have been submitted and have been rejected.

E. PCM ELECTRONIC SUBMITTAL PROCESS

1. Submittal Procedure for Large Format shop drawings.

- a. Contractor shall provide six (6) paper copies of the large format Shop Drawings directly to CCA and the Construction Manager (CM) and Contractor will upload/post an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) on PCM.
- b. Contractor shall verify that the Schedule of Submittals and all submittal log(s) on PCM are accurate and up to date.
- c. CCA and/or Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.
- d. This process will continue until the Contractor has provided a Submittal that is acceptable to CCA and the Architect.
- e. Once a Submittal is accepted, CCA will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.
- f. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for scanning and posting on PCM.

2. Product Data, Calculations and Small Format Drawings

- a. Contractor shall upload/post one (1) electronic copy (from manufacturer's website or pre-scanned) of the product literature, data, calculations, and/or small format shop drawings to PCM with a Transmittal (with a detailed description of the submittal) directly to the CM.
- b. CCA and Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.
- c. This process will continue until the Contractor has provided a Submittal that is acceptable to CCA and the Architect.
- d. Once a Submittal is accepted, CCA will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.

- e. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for scanning and posting on PCM.

3. Sample Submittal Procedure – (Product / Assembly Samples)

- a. Contractor shall provide two (2) physical samples directly to CCA and the Orange County. Contractor will upload/post an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) on PCM.
- b. CCA and Architect will review and markup each Submittal and provide changes to Contractor for Contractor's incorporation into the Submittal.
- c. This process will continue until the Contractor has provided a Submittal that is acceptable to CCA and the Architect.
- d. Once a Submittal is accepted, CCA will provide a final accepted Submittal to the Contractor and the Contractor will closeout that one Submittal.
- e. Contractor shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for scanning and posting on PCM.

F. PRODUCT DATA

- 1. In addition to the above requirements, mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- 2. After review, distribute in accordance with the above provisions and provide copies for Record Documents described in Section 01770 - Contract Closeout and Final Cleaning.

G. SAMPLES

- 1. In addition to the above requirements, submit samples to illustrate functional and aesthetic characteristics of the Product in accordance with this Section, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- 2. Where specific colors or patterns are not indicated, provide materials and products specified in the full range of color, texture and pattern for selection by CCA. Range shall include standard stocked color/texture/pattern, standard color/texture/pattern not stocked, but

available from manufacturer, and special color/ texture/pattern available from manufacturer as advertised in product data and brochures. Unless otherwise indicated in individual specification sections, CCA may select from any range at no additional cost to CCA.

3. Include identification on each sample, with full Project information.
4. Submit the number of samples that Contractor requires, plus one that will be retained by Architect and one by CCA.
5. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

H. MANUFACTURER'S INSTRUCTION

1. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
2. Identify conflicts between manufacturers' instructions and Contract Documents.

I. MANUFACTURER'S CERTIFICATES

1. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
2. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
3. Certificates may be recent or previous test results on material or Product, but must be acceptable to CCA.

J. MOCK-UP

1. Where indicated, provide mock-ups as required. Mock-ups shall be prepared per the specifications and shall accurately and reasonably represent the quality of construction the Contractor will provide. If the mock-up or portions thereof do not adequately represent the quality of the work specified, the Contractor shall modify the mock-up as needed.
2. Once completed to CCA's satisfaction, the mock-up shall serve as the standard of quality for the work.
3. All mock-ups, at CCA's option, shall remain the property of CCA. If not required by the CCA, Contractor shall remove and dispose of the mock-up.

4. Where indicated, on-site mock-ups, if accepted, may be integrated into the Work.

K. DEFERRED APPROVAL REQUIREMENTS

1. Installation of deferred approval items shall not be started until detailed plans, specifications, and engineering calculations have been accepted and signed by the Architect or Engineer in general responsible charge of design and signed by the approving agency who has been delegated responsibility covering the work shown on a particular plan or specification and approved by CCA. Deferred approval items for this Project are as indicated in the Summary of Work, Section 01010.
2. Deferred approval drawings and specifications become part of the approved documents for the Project when they are submitted to and approved by CCA.
3. Submit material using electronic submittal process as defined above.
4. Identify and specify all supports, fasteners, spacing, penetrations, etc., for each of the deferred approval items, including calculations for each and all fasteners.
5. Documents shall bear the stamp and signature of the Structural, Mechanical, or Electrical Engineer licensed in the State of California who is responsible for the work shown on the documents.

END OF SECTION

PRODUCT OPTIONS AND SUBSTITUTIONS

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

1. GENERAL

A. RELATED SECTIONS AND PROVISIONS

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this section, including without limitation:

1. General Conditions; and
2. Instructions to Bidders.

1.1. SECTION INCLUDES

- 1.1.1. Product options.
- 1.1.2. Limitations on Substitutions.
- 1.1.3. Regulatory Requirements.
- 1.1.4. Substitution Representation.
- 1.1.5. Submittal Procedure.
- 1.1.6. CCA's Review.

1.2. DEFINITIONS

- 1.2.1. Requests for changes in products, materials, or equipment required by Contract Documents proposed by the Contractor prior to and after award of the Contract are considered requests for substitutions. Contractor must refer to the Instructions to Bidders, the General Conditions and the Special Conditions for limitations on when requests for substitution(s) are permitted on Project. The following are not considered substitutions:

1.2.1.1. Revisions to Contract Documents requested by CCA or Architect.

1.2.1.2. Specified options of products, materials, and equipment included in Contract Documents.

- 1.2.2. Whenever in the Specifications any material, product, thing, or service is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be used for the purpose of facilitating the description of the material, product, thing, or service, and shall be deemed to be followed by the words "or equal," except:

1.2.2.1. When designated to match other material, product, thing, or service in

use on a particular public improvement either completed or in the course of completion; or

1.2.2.2. When designated as a field test or experiment.

1.3. PRODUCT OPTIONS

1.3.1. **Products Specified by Reference Standards or by Description Only:** Any Product meeting those standards or description.

1.3.2. **Products Specified by Naming One or More Manufacturers with or without Provision for Substitution:** Products of manufacturers named and meeting specifications with substitution of Products or manufacturer only when submitted under provisions of this section.

1.4. LIMITATIONS ON SUBSTITUTIONS

1.4.1. The Bid shall be based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.

1.4.2. Burden of proof of merit of requested substitution is the responsibility of the Contractor.

1.4.3. It is the sole responsibility of Contractor to submit the proper content of any requests for substitutions. Incomplete submittals will be rejected.

1.5. REGULATORY REQUIREMENTS

1.5.1. It shall be the responsibility of Contractor to obtain all regulatory approvals required for proposed substitutions.

1.5.2. All regulatory approvals shall be obtained for proposed substitutions prior to submittal of substitution request to Architect.

1.5.3. All costs incurred by CCA in obtaining regulatory approvals for proposed substitutions to include the costs of the Architect and any authority having jurisdiction over the Project shall be reimbursed to the CCA. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.

1.5.4. Substitutions of materials or work procedures which affect the health, safety and welfare of the public shall have prior approval of CCA.

1.6. SUBSTITUTION REPRESENTATION

In submitting a request for substitution, Contractor makes the representation that:

- 1.6.1. Contractor has investigated the proposed substitution and determined that it meets or exceeds the quality level of the specified product;
- 1.6.2. Contractor has determined that all components of the proposed substitution are identical and fully interchangeable with the product name and number specified;
- 1.6.3. Contractor will provide the same warranty or guarantee for the substitution as for the specified product;
- 1.6.4. Contractor will coordinate installation and make changes to other work which may be required for the work to be completed with no additional cost to CCA;
- 1.6.5. Contractor waives claims for additional cost or time extension which may subsequently become apparent; and
- 1.6.6. Contractor will reimburse CCA for the cost of CCA's and Architect's review or redesign services associated with substitution request.

1.7. SUBMITTAL PROCEDURE

- 1.7.1. Submit electronic copy of each request to CCA and Architects.
- 1.7.2. Submit request using CCA's Substitution Request Form as indicated in Contract Forms and Submittals. Substitution requests that are not on CCA's required form shall be returned without review.
- 1.7.3. Limit each request to one proposed substitution.
- 1.7.4. Request to include sufficient data so that direct comparison of proposed substitution can be made.
- 1.7.5. Provide complete documentation for each request. Documentation shall include the following information, as appropriate, as a minimum:
 - 1.7.5.1. Statement of cause for substitution request.
 - 1.7.5.2. Identify product by specification section and article number.
 - 1.7.5.3. Provide manufacturer's name, address, and phone number. List fabricators, suppliers, and installers as appropriate.
 - 1.7.5.4. List similar projects where proposed substitution has been used, dates of installation and names of Architect and CCA.

- 1.7.5.5. List availability of maintenance services and replacement materials.
 - 1.7.5.6. Documented or confirmation of regulatory approval.
 - 1.7.5.7. Product data, including drawings and descriptions of products.
 - 1.7.5.8. Fabrication and installation procedures.
 - 1.7.5.9. Samples of proposed substitutions.
 - 1.7.5.10. Itemized comparison of significant qualities of the proposed substitution with those of the product specified. Significant qualities may include size, weight, durability, performance requirements and visual effects.
 - 1.7.5.11. Coordination information, including a list of changes or modifications needed to other items of work that will become necessary to accommodate proposed substitution.
 - 1.7.5.12. Statement on the substitutions effect on the construction schedule.
 - 1.7.5.13. Cost information including a proposal of the net reduction in cost to the Contract Price if the proposed substitution is accepted.
 - 1.7.5.14. Certification that the substitution is equal to or better in every respect to that required by the Contract Documents and that substitution will perform adequately in the application intended.
 - 1.7.5.15. Waiver of right to additional payment or time that may subsequently become necessary because of failure of substitution to perform adequately.
- 1.7.6. Inadequate warranty, vagueness of submittal, failure to meet specified requirements, or submittal of insufficient data will be cause for rejection of substitution request.

1.8. CCA'S REVIEW

- 1.8.1. The CCA will accept or reject proposed substitution within a reasonable amount of time.
- 1.8.2. If a request is made prior to bid opening and the CCA has not completed its review, Contractor shall base its bid on the product specified only.
- 1.8.3. There shall be no claim for additional time for review of proposed substitutions.

- 1.8.4. Final acceptance of a substitution submitted prior to the date established for the receipt of bids will be in the form of an addendum.

END OF SECTION

SUBSTITUTION REQUEST FORM

TO: CCA

PROJECT: _____

SPECIFIED ITEM: _____

SECTION	PAGE	PARAGRAPH	DESCRIPTION
---------	------	-----------	-------------

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the requests; applicable portions of the data are clearly identified.

Attached data also includes description of changes to Contract Documents which proposed substitution will require for its proper installation.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted By: _____

Signature: _____

For Use By: CCA and or Architect

Firm: _____

[] Accepted [] Accepted as Noted

Address: _____

[] Not Accepted [] Received too late

By: _____

Date: _____

Date: _____

Telephone: _____

Remarks: _____

Attachments:

CONSTRUCTION SCHEDULE

ELECTRICAL TRANSFORMER AND PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Provide a schedule of major construction activities.

1.02 RELATED REQUIREMENTS

A., "Submittals"

1.03 REFERENCE STANDARDS

Not used

1.04 QUALITY ASSURANCE

Not used

1.05 MEASUREMENT AND PAYMENT

Not used

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 SCHEDULE OF OPERATIONS

The Contractor shall submit to the CCA a Preliminary Progress Schedule and a Critical Path Method (CPM) Schedule (along with updates) as described below:

- A. Preliminary Progress Schedule - The Contractor shall submit to the CCA, within ten (10) working days after date of the contract award, a Preliminary Progress Schedule covering the Contractor's activities during the first ninety (90) calendar days of the contract. The Preliminary Progress Schedule shall be subject to favorable review by the CCA, and shall be amended as required by the CCA.
- B. Critical Path Method (CPM) Schedule - The Contractor shall submit an acceptable CPM Schedule to the CCA within 15 (15) calendar days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth

hereinafter. The requirement for the CPM Schedule is included to assure adequate planning and execution of the work and to assist the CCA in appraising the reasonableness of the proposed schedule and evaluating progress of the work. The CPM Schedule submitted under this Specification shall utilize a critical path method (CPM) format, either the precedence or arrow diagramming method with schedule showing completion of contract completion date, with neither Contractor nor the City owning "float." No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM Schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and approval of samples and equipment, fabrication of special material and equipment and their installation and testing. Cost value of each activity shall be included. All activities of the Owner and the CCA that affect progress and required contract dates for completion of all or parts of the work shall be shown. The selection and number of activities shall be subject to favorable review by the CCA. Summary networks shall be time-scaled. Duration shall be in working days and shall not exceed fifteen (15) working days, except for submittal and delivery items. Where the duration of continuous work exceeds fifteen (15) working days, work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the work.
The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in working days, and all activity relationship lines. The network diagram shall be drawn for the early start of all activities. If the precedence technique is utilized, the schedule report shall include a calendar in working days, a network report sorted by early start and a logic table report sorted by preceding work item. If the arrow technique is utilized, the schedule report shall include a calendar in working days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.
2. The critical path shall be shown on all reports and on the graphic network diagram. The activities that constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:
 - a. preceding and following event numbers
 - b. activity description and number
 - c. estimated duration of activities
 - d. earliest start date (by calendar date)
 - e. earliest finish date (by calendar date)
 - f. actual start date (by calendar date)
 - g. actual finish date (by calendar date)
 - h. latest start date (by calendar date)
 - i. latest finish date (by calendar date)
 - j. slack or float
 - k. percentage of activity completed
 - l. cost value of each activity
4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and re-computations of all tabulation dates and float accordingly.
5. Submission and review of the system shall be as follows:
 - a. The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) calendar days after receipt of Notice to Proceed.
 - b. The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the CCA. Any revisions necessary as a result of this review shall be resubmitted for review by the CCA within ten (10) calendar days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing, and directing the work, and for reporting progress. If the Contractor thereafter desires to make significant changes in his method of operating and scheduling, he shall notify the CCA in writing stating the reasons for the change.
 - c. The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) days ending around the 30th of each month. The monthly reports shall be submitted within ten (10) calendar days of the end of the reporting period.
 - i. If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule,

and factors that may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the work actually completed and scheduled as of the report date and the progress along the critical path in terms of days ahead or behind the allowable dates.

ii. If, in the opinion of the CCA, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

iii. A minimum of eight (8) copies of the periodic reports shall be submitted to the CCA, who shall return two (2) copies to the Contractor after their approval.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the CCA. Any omission of work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such work within any applicable completion date. The CPM Schedule shall be generated by computer methods.

C. Schedule Review - Once each month, on a date mutually agreed upon, but no later than seven (7) working days after the monthly schedule progress report date, a jobsite meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the CCA to review the progress of the work in the preceding week and in the subsequent work, coordinate the work with public agencies or other contractors as required, and allow the CCA to plan his activities for testing, inspection, etc.

D. Schedule Revisions - The conditions under which the CCA will require revisions of the Construction Schedule include the following:

1. When delay in completion of any work item or sequence of work items results in an estimated extension of project completion by either twenty (20) working days or by five percent (5%) of the remaining duration of time to complete the Contract, whichever is less.
2. When delays in submittals or deliveries make re-planning or rescheduling of the work necessary.
3. When the schedule does not represent actual prosecution and progress of the work.
4. When any change to the sequence of activities, the completion date for major portions of the work, or when changes occur which affect the critical path.
5. When Contract modification necessitates schedule revision, the Contractor shall submit a schedule analysis of all change order work with his proposal.

- E. Cash Flow Projection - A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

3.02 TIME IMPACT ANALYSIS FOR CHANGES, DELAYS, TIME EXTENSIONS, AND CONTRACTOR REQUESTS

- A. When change orders are initiated, delays are experienced or the Contractor, desires to revise the logic, the Contractor shall submit to the CCA a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date. Each Time Impact Analysis shall include a fragment (fragmentary network analysis) demonstrating how the Contractor proposes to incorporate the change order, delay, or Contractor request into the Detailed Network. The analysis shall demonstrate the time impact based on the date of occurrence of the change, delay, etc., the status of construction at the point in time, and the event time computation of all affected activities. The event times used in the analysis shall be those included in the latest update copy of the Detailed Network or as adjusted by mutual agreement.
- B. Activity time delays will not automatically mean that an extension of contract time is warranted or due the Contractor. It is possible that a strike or contract modification will not affect existing critical activities or cause non-critical activities to become critical, i.e., a strike or modification may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on the contract completion date or time. Float or slack is not for the exclusive use of or benefit of the Owner, CCA, or the Contractor. Extensions of time or performance will be granted only to the extent that the equitable time adjustments for the activity or activities affected exceeds the total float along the activity chain involved at the time the change was ordered or delay occurred.
- C. Each Time Impact Analysis shall be submitted in triplicate and within fifteen (15) calendar days after a delay occurs or notice of direction for a change is given to the Contractor. In cases where the Contractor does not submit a Time Impact Analysis for a specific change order delay, or Contractor request within the specified period of time, then it is mutually agreed that particular change order, delay or Contractor request has no time impact on the contract completion date and no time extension is required. Approval or rejection of each Time Impact Analysis is by the CCA and Owner and shall be made within fifteen (15) calendar days after receipt of each Time Impact Analysis unless subsequent meetings and negotiations are necessary. Upon approval, a copy of the time Impact Analysis signed by the CCA and Owner will be returned to the Contractor. Upon mutual agreement by both parties, fragmentary network(s) illustrating the influence of change orders, delays, and/or Contractor requests will be incorporated into the detailed Network during the first update after agreement is reached.

WARRANTY AND GUARANTEE FORM

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

1. _____ ("Contractor")

hereby agrees that the _____ ("Work" of Contractor)

which Contractor has installed for the California Construction Authority ("CCA")

ELECTRICAL TRANSFORMER AND PEDESTAL REPLACEMENT (002-21-069)

was performed in accordance with the requirements of the Contract Documents and that the Work as installed fulfills the requirements of the Contract Documents, see below.

2. Contractor agrees to repair or replace all of the Work that may prove to be defective in workmanship or material and any other adjacent Work that may be displaced in connection with such replacement as outlined in Section 12610 of this document from the date of Completion as defined in the Contract, ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20____.
3. In the event Contractor fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by CCA, but not later than **SEVEN (7)** calendar days after being notified in writing by CCA, Contractor authorizes CCA to proceed to repair or replace the defective Work at the expense of Contractor. Contractor shall pay the costs and charges therefor upon demand.

4. Representatives to be contacted for service subject to the terms of Contract:

NAME: _____

ADDRESS: _____

PHONE NO.: _____ EMAIL.: _____

Contractor Proper Name: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

END OF SECTION

APPRENTICESHIP COMPLIANCE

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

CERTIFICATE OF COMPLIANCE: GENERAL CONTRACTOR

To: California Construction Authority (CAA):

The undersigned and the following subcontractor(s) performing any work of an apprenticeable craft will utilize the identified registered apprenticeship program(s) approved by the State Division of Apprenticeship Standards, each of which has graduated apprentices annually for at least the past five (5) years, has approval and agreement to train apprentices from said apprenticeship program. *This requirement applies to any craft for which the State of California, Division of Apprenticeship Standards has approved an apprenticeship program.*

Subcontractor Name	License No.	Full Name and Address of Apprenticeship Program

The undersigned further acknowledges that failure to comply with this document will require that the Contractor shall substitute at its own expense subcontractor(s) that meet said requirements, and agrees to pay CCA's attorneys' fees, if any, incurred to enforce said requirements.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Certificate of Compliance is true and correct.

Date: _____
 Proper Name of Contractor: _____
 Signature: _____
 Print Name: _____
 Title: _____

**** Attach all supporting documentation for compliance ****

END OF SECTION

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

- ☐ 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

OR

- ☐ 2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

- ☐ 3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF SECTION

DARFUR CONTRACTING ACT CERTIFICATION
(Public Contract Code § 10478)

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT
SAN JOAQUIN COUNTY FAIRGROUNDS
CCA PROJECT No. 002-21-069

Pursuant to Public Contract Code Section 10478, if a Respondent or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a Bid Response, please complete only one of the following three paragraphs (via initials for Paragraph #1, or Paragraph #2, or via initials and certification for Paragraph #3):

#1 _____ We do not currently have, or we have not had within the previous three (3)
 Initials years, business activities or other operations outside of the United States.

OR

#2 _____ We are a scrutinized company as defined in Public Contract Code, Section
 Initials 10476, but we have received written permission from the California
 Construction Authority (CCA) to submit a RFP Response or proposal
 pursuant to Public Contract Code section 10477(b). A copy of the written
 permission from CCA is included with our RFP Response or proposal.

OR

#3 _____ We currently have, or we have had within the previous three years, business
 Initials activities or other operations outside of the United States, but we certify
 below that we are not a scrutinized company as defined in Public Contract
 Code section 10476.

CERTIFICATION for #3 Above

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/Respondent to the clause listed in #3 above. This certification is made under the laws of the State of California.

<i>Proposer/Respondent Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

Your RFP Response or proposal will be disqualified unless your RFP Response or proposal includes this form with either paragraph #1 or #2 initialed or paragraph #3 initialed and certified.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO CCA THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☐ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☐ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☐ **Tobacco-Free Environment.** Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☐ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

☐ Lead as a Health Hazard. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disbursts when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(i) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(ii) **Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of

Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☐ **Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements for a Phase I environmental assessment acceptable to the State of California Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

☐ **Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, _____ [Your Name], _____ [Firm Name]
 certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [Your Name], _____ [Firm Name]
 certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Your Name], _____ [Firm Name]
 have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Address of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

- ☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

APPENDIX A

SITE INFORMATION

**ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT
SAN JOAQUIN COUNTY FAIRGROUNDS
CCA PROJECT No. 002-21-069**

San Joaquin County Fairgrounds

1658 S. Airport Way, Stockton, CA 95206

San Joaquin County Fairgrounds

Google Earth

1000 ft



San Joaquin County Fairgrounds

1658 S. Airport Way, Stockton, CA 95206



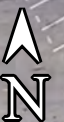
Substation H

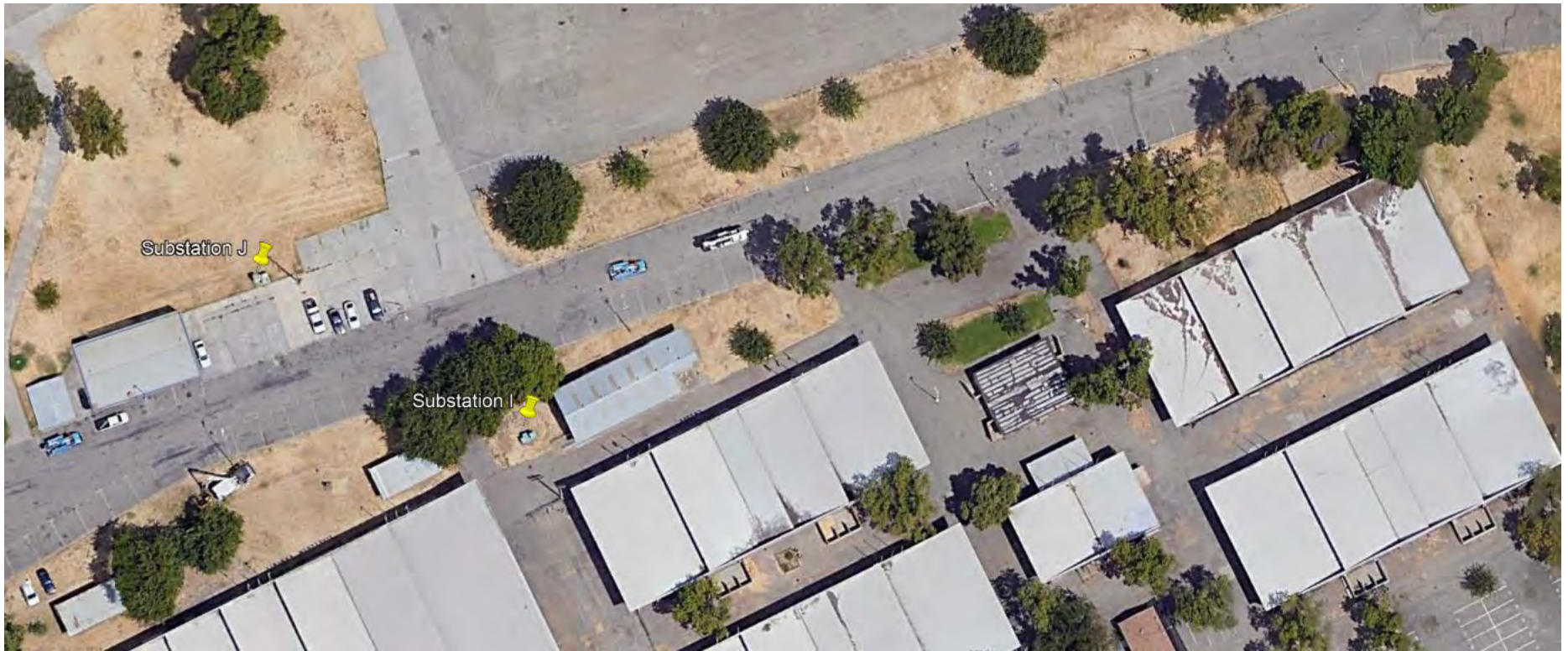
Substation J

Substation I

Google Earth

200 ft








Substation H

San Joaquin County Fairgrounds

Legend

 Substation

 Pedestal to be Replaced

 Substation J

Google Earth



300 ft

APPENDIX B

PROJECT ELECTRICAL PLANS & DETAILS

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

REPLACEMENT OF DEPRECIATED SUBSTATION & SUPPORT EQUIPMENT

SAN JOAQUIN COUNTY FAIRGROUNDS
1658 SOUTH AIRPORT WAY STOCKTON, CA 95206
A.P. NUMBER: 169-180-070-000

SCOPE & STATEMENT OF WORK

1. PROVIDE NEW SITE DISTRIBUTION EQUIPMENT TO REPLACE EXISTING DAMAGED AND CORRODED EQUIPMENT.
2. REPLACE SUBSTATION J – 150KVA, 4,160-120/240V, 1A, TRANSFORMER, PRIMARY FEEDER CABLES & POLE SWITCH, 800A, 120/240V, 1A, 3W DISTRIBUTION SWITCHBOARD, RECEPTACLE ARRAY & EQUIPMENT PAD
3. REPLACE SUBSTATION I – 150KVA 4,160-120/240V, 1A, TRANSFORMER, PRIMARY FEEDER CABLES & POLE SWITCH, 800A, 120/240V, 1A, 3W DISTRIBUTION SWITCHBOARD; & EQUIPMENT PAD
4. REPLACE SWITCHBOARD H, SWITCHBOARD FEEDER & RECEPTACLE ARRAY, MODIFY EQUIPMENT PAD AS REQUIRED.
5. INSTALL NEW HEAT REMOVAL SYSTEM FOR TRANSFORMER VAULT BELOW GRANDSTAND.

GENERAL:
AS A PART OF THIS PROJECT, PROVIDE THE FOLLOWING MEDIUM VOLTAGE ACCESSORY EQUIPMENT:
• ONE HOT STICK FOR OPERATING THE LOAD BREAK ELBOWS AND THE PROTECTIVE CAPS.
PROVIDE TRAINING FOR THE MAINTENANCE SUPERVISOR AND SELECTED STAFF IN THE PRECAUTIONS TO TAKE AROUND THIS EQUIPMENT AND THE PROPER USE OF THE EQUIPMENT – PARTICULARLY UNDER ABNORMAL CONDITIONS.

CODE REFERENCES

CODE SECTIONS APPLICABLE TO THIS PROJECT:

Title 19, CCR, Public Safety, SFM Regulations
2019 CA Administrative Code Title 24, Pt 1
2019 CA Building Code (CBC) Title 24, Pt 2
2019 CA Electrical Code (CEC) Title 24, Pt 3
2019 CA Green Building Standards Title 24, Pt 11
2019 CA Mechanical Code (CMC) Title 24, Pt 4

COMMON CODE SECTIONS NOT APPLICABLE TO THIS PROJECT:

2019 CA Mechanical Code (CMC) Title 24, Pt 4
2019 CA Plumbing Code (CPC) Title 24, Pt 5
2019 CA Energy Code (CES) Title 24, Pt 6
2019 CA Fire Code (CFC) CCR Title 24, Pt 9
2019 CA Reference Standards Title 24, Pt 12
2019 NFPA 13, Sprinkler Systems (CA amended)
2019 NFPA 14, Standpipes & Hose (CA amended)
2019 NFPA 20, Pumps for Fire Protection
2019 NFPA 24, Fire Service Mains (CA amended)
2019 NFPA 72, Fire Alarm Code (CA amended)

OCCUPANCY – N/A (EXTERIOR: FAIR GROUNDS)
AREA OF BUILDING – N/A: SITE WORK ONLY
CSFM FILE #:

PRODUCT SPECIFICATIONS

CABLE AND ACCESSORIES:

1. CABLE SHALL BE SKV, EPR, WITH COPPER CONDUCTOR AND COPPER TAPE SHIELD. PROVIDE ACTVA TO MATCH EXISTING, OKWITE, SOUTHWIRE OR EQUAL
2. TRANSFORMER TERMINATIONS SHALL BE HOT STICK OPERABLE 15KV CLASS WATER PROOF, 200A, LOAD BREAK ELBOWS. EATON-COOPER, HUBBELL OR EQUAL
3. ALL CABLE TERMINATIONS SHALL BE MADE IN STRICT ACCORDANCE WITH MANUFACTURERS' INSTALLATION INSTRUCTIONS.

TRANSFORMER:

1. TRANSFORMER SHALL BE SINGLE PHASE, RADIAL FED WITH PRIMARY FUSE HOLDERS, PAD-MOUNTED, WEATHERPROOF, COMPARTMENTAL TYPE, LIQUID FILLED, SELF-COOLED DISTRIBUTION POWER TRANSFORMER. PROVIDE EATON-COOPER, SQUARE-D OR EQUAL.
2. TRANSFORMER RATING SHALL BE 4,160-240/120V, 1A WITH NOMINAL 4% IMPEDANCE, BIL RATINGS SHALL BE 90KV (PRIMARY) AND 30KV (SECONDARY).
3. THE PRIMARY BUSHINGS SHALL BE 15KV CLASS 200A FOR USE WITH LOAD BREAK ELBOW CONNECTORS SPECIFIED.
4. PRIMARY TAPS SHALL BE AT LEAST (2) 2-1/2% ABOVE AND BELOW NORMAL.
5. CORE WINDINGS SHALL BE ALUMINUM.
6. ALLOWABLE AVERAGE WINDING TEMPERATURE RISE ABOVE AMBIENT SHALL NOT EXCEED 55°C AT FULL LOAD.
7. DIELECTRIC COOLANT SHALL BE LISTED LESS-FLAMMABLE; IT SHALL BE ENVIRONMENTALLY FRIENDLY, NON-TOXIC AND FULLY BIODEGRADABLE MEETING THE REQUIREMENTS OF EPA, CEC, IEEE. FACTORY MUTUAL AND UL. COOLANT SHALL BE COOPER ENVIROTEMP FR3.
8. PROVIDE WITH PRIMARY FUSES.
9. SECONDARY TERMINALS SHALL BE PROVIDED WITH ANSI STANDARD SPADE LUGS.
10. 150KVA SINGLE PHASE TRANSFORMERS ARE SPECIFIED TO REPLACE EXISTING EQUIPMENT. 167KVA TRANSFORMERS WILL ALSO BE ACCEPTANCE

IF MORE READILY AVAILABLE.

SWITCHBOARD:

1. THE SWITCHBOARD SHALL BE RIGID, SELF-SUPPORTING, & FREE STANDING. IT SHALL BE A SINGLE SECTION & COMPLETELY ENCLOSED NEMA 3R TYPE. THE SWITCHBOARD SHALL BE DESIGNED, BUILT, & TESTED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE LATEST EDITIONS OF NEMA PB-2, UL-981, & THE CEC. THE SWITCHBOARD SHALL BEAR A UL LABEL & BE LABELED "SUITABLE FOR USE AS SERVICE EQUIPMENT."
2. THE ENCLOSURE SHALL BE NEMA 3R. THE UNIT SHALL BE DEAD FRONT AND BACK WITH NO ASSEMBLY HARDWARE VISIBLE ON THE EXTERIOR.
3. THE SWITCHBOARD BUSES SHALL BE COPPER OR ELECTRICAL GRADE ALUMINUM, TIN OR COPPER PLATED.
4. PROVIDE CIRCUIT BREAKERS AS NOTED ON THE SUBSTATION DRAWINGS.
5. PROVIDE EATON, SQUARE-D, OR EQUAL.

IN-GROUND PULL BOXES:

1. IN-GROUND BOXES SHALL BE UTILITY GRADE, H/20 TRAFFIC RATED PREFABRICATED REINFORCED CONCRETE, CHRISTY CONCRETE PRODUCTS INC, JENSEN PRECAST OR EQUAL.
2. PROVIDE WITH CONDUIT KNOCKOUTS, AND EXTENSIONS AS REQUIRED. PROVIDE AND INSTALL AT LEAST ONE EXTENSION FOR EACH BOX. INSTALLATION TO PROVIDE THE NOMINAL INTERIOR DIMENSIONS SHOWN ON THE DRAWINGS. PLACE A MINIMUM OF 18" OF 1" MINUS COBBLE IN EXCAVATION LINED WITH LANDSCAPE FABRIC TO EXCLUDE TINES AND MAINTAIN GOOD DRAINAGE CHARACTERISTICS.
3. COVERS SHALL BE STEEL CHECKER PLATE H/20 TRAFFIC RATED COVERS. ALL COVERS SHALL BE SECURED CLOSED WITH STANDARD NONFERROUS HOLD-DOWN BOLTS AND HARDWARE.

GENERAL:

ALL EQUIPMENT OF THE SAME TYPE SHALL BE OF ONLY ONE MANUFACTURER.

ELECTRICAL SYMBOLS

SYMBOL	DESCRIPTION
①	ELECTRICAL DISTRIBUTION SITE IDENTIFIER
T	TRANSFORMER
	DISTRIBUTION SWITCHBOARD
SKV IN GROUND VAULT WHERE NOTED "HVA"	SKV IN GROUND VAULT WHERE NOTED "HVA"
—	DISTRIBUTION OR BRANCH CIRCUIT PANEL
—	PULL BOX OR OTHER EQUIPMENT AS IDENTIFIED ON PLAN
□	SAFETY SWITCH – HP RATED – FUSED – NON-FUSED
○	CONDUIT/CABLE RISER
—	HOMERUN TO PANELBOARD
---	CIRCUIT CONCEALED UNDERGROUND
---	SKV OVERHEAD CIRCUIT FIELD VERIFY ALL EXISTING CONDITIONS
C	CONDUIT
CB	CIRCUIT BREAKER
CL	CENTER LINE
EM	EMERGENCY BATTERY BACKUP
G	GROUND
GF/GFCI	GROUND FAULT CIRCUIT INTERRUPTER
MPAS	SEE MECHANICAL PLANS & SPECIFICATIONS
TB	TELEPHONE TERMINAL BOARD
MSB	MAIN SWITCHBOARD
NL	NIGHT LIGHT – UNWITTED
O.C.P.	OVERCURRENT PROTECTION (DEVICE)
PNL	PANELBOARD
RSC	GALVANIZED RIGID STEEL CONDUIT
(N)	NEW
(E)	EXISTING
(H)	EXISTING TO BE REMOVED OR RELOCATED
UON	UNLESS OTHERWISE NOTED
MTC	EMPTY CONDUIT WITH PULL STRING
WP	WEATHERPROOF

WIRING METHODS

1. ALL 120/208V WIRES SHALL BE COPPER WITH 600V TYPE THHN/THIN INSULATION UNLESS REQUIRED OTHERWISE TO MATCH EXISTING.
2. ALL WIRING SHALL BE IN CONDUIT.
3. CONDUIT EXPOSED OUTDOORS SHALL BE RIGID STEEL CONDUIT BELOW GRADE SHALL BE SCH 40 PVC. CONDUIT WITHIN THE GRANDSTAND STRUCTURE MAY BE CMF. USE FLEXIBLE METAL CONDUIT WITH TB "TIGHT-BITE" CONNECTORS FOR ALL CONNECTIONS TO FC UNITS & WP FLEXIBLE METAL CONDUIT FOR FINAL CONNECTIONS TO CU-1.
4. ALL MEDIUM VOLTAGE EQUIPMENT SHALL BE INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS ALL THE APPLICABLE ARTICLES OF C.E.C.
5. COAT EXPOSED THREADS OF RIGID STEEL CONDUITS & CUT ENDS OF SUPPORT STRUTS OR OTHER STEEL ITEMS SUBJECT TO CORROSION WITH ZRC COLD GALVANIZING COMPOUND OR EQUAL.
6. RIGID STEEL CONDUIT IN CONTACT WITH CONCRETE PAD, WALKWAY OR EARTH SHALL BE COVERED WITH 2 HALF LAPPED LAYERS OF CORROSION PROTECTION TAPE.

SHEET LIST

OSFM#	SHEET NUMBER	SHEET TITLE
0001	C1.0	SYMBOLS LIST, SCOPE, WIRING METHODS, & CODE REFERENCES
0002	ED.1	DETAILS & TRANSFORMER VAULT A/C
0003	ED.2	SUBVAULT H ONE-LINE DIAGRAM & DETAILS
0004	ED.3	SUBVAULT I ONE-LINE DIAGRAM & DETAILS
0005	ED.4	SUBVAULT J ONE-LINE DIAGRAM & DETAILS
0006	E1.1	WEST ELECTRICAL SITE PLAN
0007	E1.2	EAST ELECTRICAL SITE PLAN
0008	M1	MECHANICAL PLAN
0009	M2	MECHANICAL DETAILS & SPECIFICATIONS
0010	T24	TITLE 24 ENERGY MECHANICAL

VICINITY MAP

A = 1658 SOUTH AIRPORT WAY STOCKTON, CA 95206



NOT TO SCALE

NORTH

CALIFORNIA
CONSTRUCTION
AUTHORITY



1776 TRIBUTE RD
SUITE 220
SACRAMENTO, CA 95815

REVISIONS	BY

CHASE
ELECTRICAL
ENGINEERING



1770 GARFIELD AVE.
SUITE C
SACRAMENTO, CA 95841
(916) 344-4878

RENEWAL DATE: 9-30-20

REPLACEMENT OF
DEPRECIATED SUBSTATION
AND SUPPORT EQUIPMENT

1658 SOUTH AIRPORT WAY STOCKTON, CA 95206

SHEET TITLE:

COVER SHEET

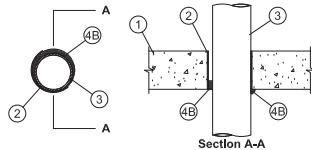
Date	03/16/2020	SHEET:	0001
Scale	AS NOTED		
Drawn	DMC/CT		
Job No.	2203608		
OSFM SUBMITTAL No.			

C1.0

V1

Classified by
Underwriters Laboratories, Inc.
to ANSIUL 1479 (ASTM E814) and CANULC S115
System No. C-AJ-1616

ANSIUL1479 (ASTM E814)	CANULC S115
F Rating - 3 Hr	F Rating - 3 Hr
T Rating - 0 Hr	FT Rating - 0 Hr
L Rating At Ambient - Less Than 1 CFM/sq ft	FTL Rating - 3 Hr
L Rating At 400 F - Less Than 1 CFM/sq ft	FTH Rating - 0 Hr
	L Rating At Ambient - Less Than 1 CFM/sq ft
	L Rating At 400 F - Less Than 1 CFM/sq ft

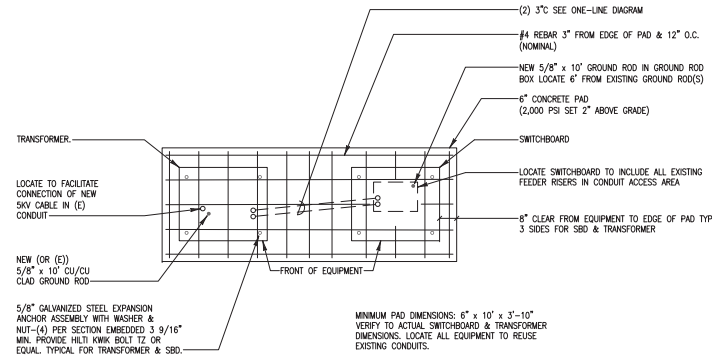


- Floor or Wall Assembly - Min 4-1/2-in. (114 mm) thick lightweight or normal weight (100-150 pcf or 1600-2400 kg/m³) concrete floor assembly. Floor may also be constructed of any min 6 in. (152 mm) thick hollow core Precast Concrete Units*. Wall may also be constructed of any UL Classified Concrete Blocks*. Max diam of opening in floors constructed of hollow core precast concrete units is 7 in. (178 mm). Otherwise, max diam of opening is 7/8 in. (22 mm) larger than OD of penetrant (Item 3). See Concrete Blocks* (CAZT) and Precast Concrete Units (CTIV) categories in the Fire Resistance Directory for names of manufacturers.
- Metallic Sleeve - (Optional) - Nom 5 in. (127 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe sleeve or max 13-3/8 in. (340 mm) diam No. 26 ga (0.022 in. or 0.56 mm) thick sheet steel sleeve with square anchor flange spot welded to the sleeve at approx mid-height. Sleeve cast or grouted in place flush with floor or wall surfaces or such that the edge(s) of sleeve projects a max 3 in. (76 mm) from the top surface of the floor or both surfaces of the wall.
- Through Penetrant - One metallic pipe, conduit, or tubing installed concentrically or eccentrically within the opening such that annular space ranges from min 0 in. (0 mm, point contact) to max 7/8 in. (22 mm). Metallic pipe, conduit or tubing to be rigidly supported on both sides of floor or wall assembly. One of the following types and sizes of metallic pipe, conduit or tubing may be used:
 - Steel Pipe - Nom 12 in. (305 mm) diam (or smaller) Schedule 5 (or heavier) steel pipe.
 - Iron Pipe - Nom 12 in. (305 mm) diam (or smaller) cast or ductile iron pipe.
 - Conduit - Nom 6 in. (152 mm) diam (or smaller) rigid steel conduit, 4 in. (102 mm) diam (or smaller) electrical metallic tubing (EMT) or 1 in. (25 mm) diam (or smaller) flexible steel or aluminum conduit.
 - Copper Pipe or Tube - Nom 4 in. (102 mm) diam (or smaller) Type L (or heavier) copper tubing or Regular copper pipe.
- Firestop System - The firestop system shall consist of the following:
 - Packing Material - (Optional, Not Shown) - Mineral wool batt insulation, polyethylene backer rod or glass fiber batt insulation (friction fitted into annular space. In floors, packing material to be recessed from the bottom surface of the floor or from the bottom edge of optional sleeve as required to accommodate the required thickness of fill material (Item 4B). In walls, packing material to be recessed from both surfaces of the wall or from both edges of optional sleeve as required to accommodate the required thickness of fill material (Item 4B). In floors constructed of hollow-core precast concrete units, mineral wool packing material to extend above exposed cores in precast concrete units.
 - Fill, Void or Cavity Material - Sealant - Min 1 in. (25 mm) thickness applied within annulus, flush with the bottom surface of floor, both surfaces of the wall, the bottom edge of optional sleeve in floors or both edges of the optional sleeve in walls. In precast concrete unit floors, sealant shall be installed symmetrically on both sides of floor assembly. At point contact location, min 1/4 in. (6 mm) diam bead of fill material to be applied at metallic penetrant/concrete or sleeve interface.SPECIFIED TECHNOLOGIES INC. - SpecSeal Series SSS or SpecSeal LCI Sealant
* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

Specified Technologies Inc. 210 Evans Way Somerville, NJ 08876
Reproduced courtesy of Underwriters Laboratories, Inc.
Created or Revised: JANUARY 23/47007
(800)992-1189 • (800)526-8000 • FAX (508)321-8415 • E-MAIL: techserv@ul.com • Website: www.ul.com

NEW TRANSFORMER & SWITCHBOARD & ANCHOR DETAIL - SUBSTATIONS J & I

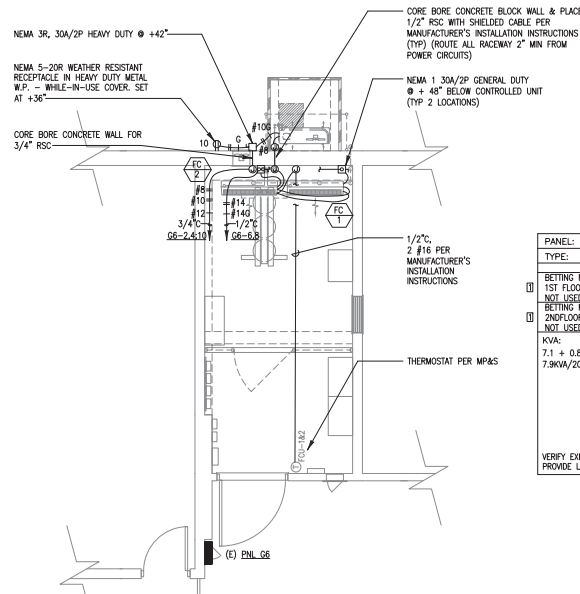
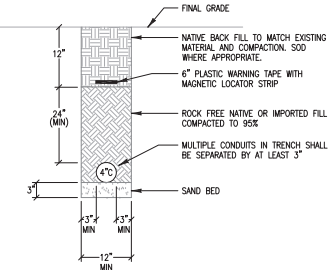
1/2" = 1'-0"



TRENCH DETAIL

NOT TO SCALE

MINIMUM COVER FOR ALL NEW CONDUITS: 24"



GRANDSTAND TRANSFORMER ROOM COOLING SYSTEM

SEE SHEET E1.2 FOR LOCATION IN GRANDSTAND

SCALE: 1/4" = 1'-0"

CALIFORNIA
CONSTRUCTION
AUTHORITY



1776 TRIBUTE RD
SUITE 220
SACRAMENTO, CA 95815

REVISIONS	BY

CHASE
ELECTRICAL
ENGINEERING

5710 GARFIELD AVE.
SUITE C
SACRAMENTO, CA 95841
(916) 344-4878

**REPLACEMENT OF
DEPRECIATED SUBSTATION
AND SUPPORT EQUIPMENT**
1658 SOUTH AIRPORT WAY STOCKTON, CA 95206

SHEET TITLE:

DETAILS & TRANSFORMER VAULT A/C

Date 03/16/2020 SHEET: 0002
Scale AS NOTED
Drawn DMC/CT
Job No. 2203608
OSFM SUBMITTAL No. V1

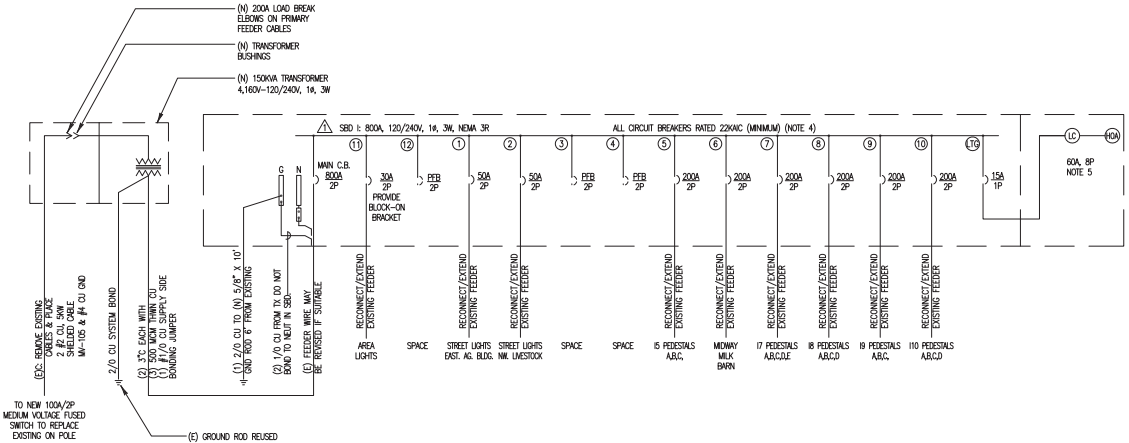
E0.1

NO SCALE

Date	03/16/2020	SHEET:	0003
Scale	AS NOTED	E0.2	
Drawn	DMC/CET		
Job No.	2203608		
OSFM SUBMITTAL No.		V1	

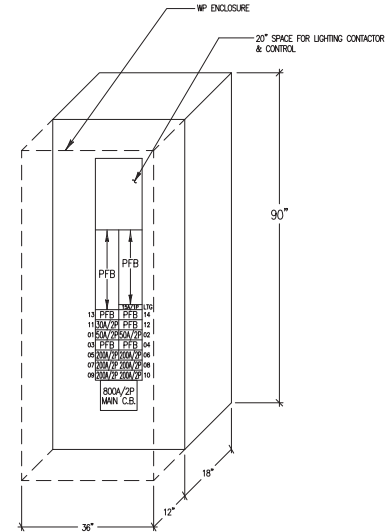
ONE-LINE DIAGRAM (SUBSTATION I)

NO SCALE



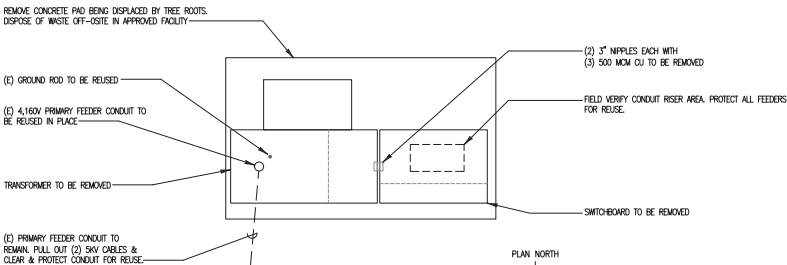
ONE-LINE NOTES:

1. NEW SWITCHBOARD TO BE EATON POW-R-LINE SINGLE SECTION DISTRIBUTION SWITCHBOARD NEMA 3R ENCLOSED SQUARE-D, GE, OR EQUAL.
2. ALL 2 POLE CIRCUIT BREAKERS TO BE 2X HEIGHTS (MAX)
3. PROVIDE ENGRAVED NAMEPLATES FOR ALL DEVICES/CIRCUITS.
4. IF 167KVA TRANSFORMER IS PROVIDED, ALL CIRCUIT BREAKERS SHALL BE RATED 25KAC
5. PROVIDE 60A 8 POLE ELECTRICALLY HELD LIGHTING CONTACTOR TO CONTROL EXISTING LIGHTING LOADS. CONTROL WITH 120VAC H-O-A SELECTOR SWITCH SAME AS EXISTING WIRED FOR MANUAL "ON"-OFF FUNCTIONALITY ONLY. FIELD VERIFY CIRCUITS TO BE CONTROLLED.



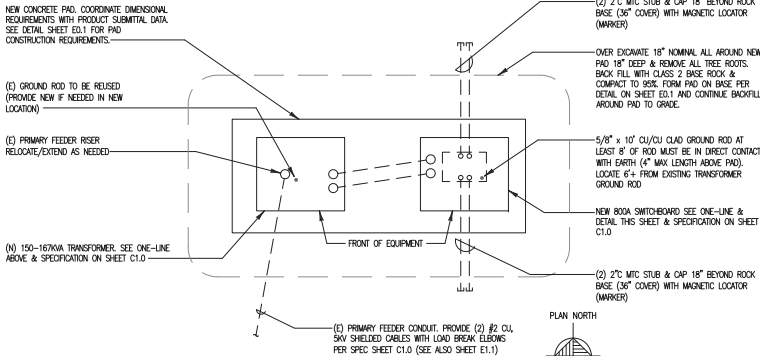
SBD I (ISOMETRIC VIEW)

3/4" = 1'-0"



DEMOLITION PLAN - SUBSTATION I

1/2" = 1'-0"



NEW SUBSTATION I PLAN

1/2" = 1'-0"



CALIFORNIA
CONSTRUCTION
AUTHORITY



1776 TRIBUTE RD
SUITE 220
SACRAMENTO, CA 95815

REVISIONS

BY

CHASE
ELECTRICAL
ENGINEERING



5710 GARFIELD AVE.
SUITE C
SACRAMENTO, CA 95841
(916) 344-4878

RENEWAL DATE: 9-30-20

REPLACEMENT OF
DEPRECIATED SUBSTATION
AND SUPPORT EQUIPMENT

1658 SOUTH AIRPORT WAY STOCKTON, CA 95206

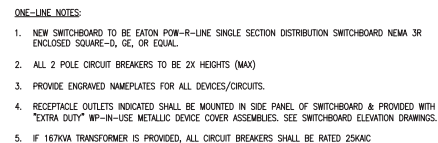
SHEET TITLE:

VAULT I ONE-LINE DIAGRAM & DETAILS

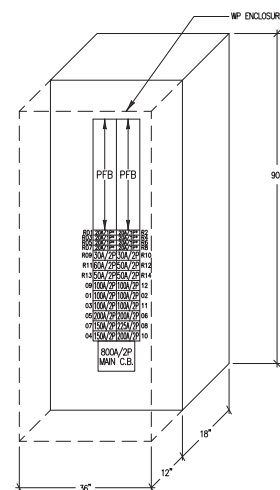
Date: 03/16/2020 SHEET: 0004
Scale: AS NOTED
Drawn: DMC/CET
Job No.: 2203608
OSFM SUBMITTAL No.: V1

E0.3

NO SCALE


$$\overline{1/2^* = 1'-0^*}$$


SBD J (WEST ELEVATION)


$$\frac{3}{4}'' = 1'-0''$$


REVISIONS	



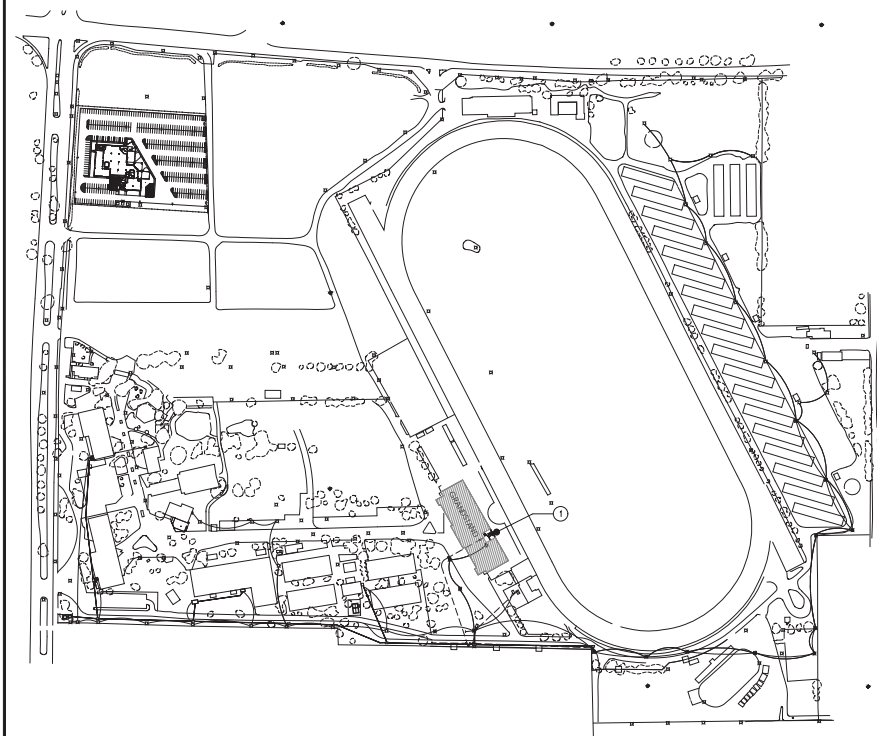
DAVID M. CHASE
E-9532
REGISTERED PROFESSIONAL ENGINEER
ELECTRICAL
STATE OF CALIFORNIA

RENEWAL DATE 9-30-20

1658 SOUTH AIRPORT WAY STOCKTON, CA 95206

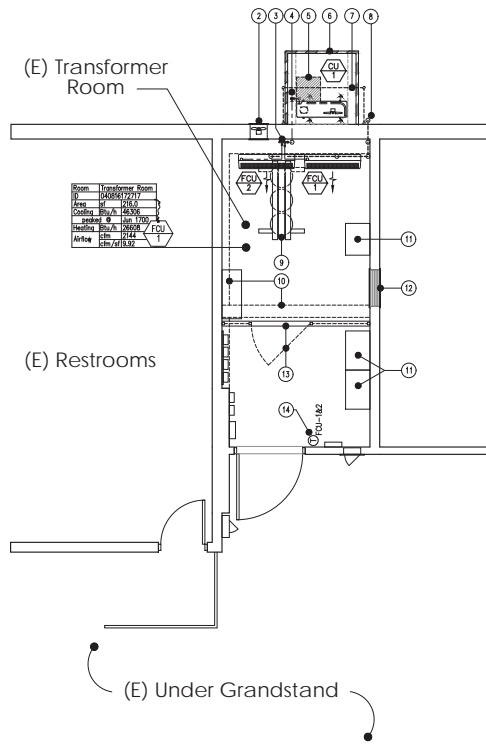
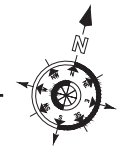
VAULT J ONE-LINE DIAGRAM & DETAILS

Date	03/16/2020	SHEET:	000
Scale	AS NOTED	E0.4	
Drawn	DMC/CET		
Job No.	2203608		
OSFM SUBMITTAL No.			V1



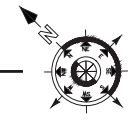
Site Plan | Reference Only

No Scale



Mechanical Plan | Transformer Room

1/4" = 1'-0"



FIELD VERIFY
FIELD VERIFY EXISTING SITE/PROJECT CONDITIONS PRIOR TO CONSTRUCTION - REPORT ALL DISCREPANCIES WITH THESE PLANS TO THE DESIGN ENGINEER FOR CLARIFICATION AND/OR REVISION. ADDITIONAL CONSTRUCTION COSTS RESULTING FROM UNREPORTED DISCREPANCIES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

Keynotes

- ① LOCATION OF TRANSFORMER ROOM BELOW GRANDSTAND SEATING - SHOWN FOR REFERENCE ONLY.
- ② (EXISTING) THRU-THE-WALL FAN WITH GRILLE - SHOWN FOR REFERENCE ONLY.
- ③ (NEW) REFRIGERANT JOINT PIPE FOR FAN COIL UNITS - MITSUBISHI Model CMY-Y62-G-E - (1) SET OF 3/8" (LIQUID) + 5/8" (GAS) TO EACH FAN COIL UNIT.
- ④ (NEW) REFRIGERANT LINESET FROM CONDENSER TO JOINT PIPE - (1) SET OF 3/8" (LIQUID) + 5/8" (GAS) - SEE DETAILS 1/P2 & 2/P2 FOR WALL PENETRATION SEALING.
- ⑤ AREA OF SERVICE CLEARANCE PER MANUFACTURER'S SPECIFICATIONS - SHOWN FOR REFERENCE ONLY.
- ⑥ (NEW) 60" x 60" x 2" WIDE CLEARANCE STRIPING AROUND CONDENSER UNIT APPLIED TO EXISTING GROUND SURFACE (CONCRETE).
- ⑦ (NEW) 66" WIDE x 30" DEEP x 60" TALL METAL PROTECTIVE "CAGE" AROUND CONDENSER AND COPPER LINESET - "CAGE" SHALL BE VINYL RESISTANT AND PAINTED TO MATCH BUILDING WALL. - "CAGE" SHALL BE REMOVABLE FOR CONDENSER SERVICING WITH LOCKING MECHANISM. - CONTRACTOR SHALL PROVIDE SUBMITTALS FOR CLIENT REVIEW AND APPROVAL.
- ⑧ TERMINATE 1/4" CONDENSATE WITH TURNED-DOWN ELBOW +6" ABOVE FINISHED GRADE.
- ⑨ (EXISTING) 300 KVA TRANSFORMER - CALCULATED HEAT OF REJECTION: 30,708 Btu/h - SHOWN DASHED FOR REFERENCE ONLY.
- ⑩ OUTLINE OF CEILING BEAMS AND FEATURES ABOVE - SHOWN DASHED FOR REFERENCE ONLY.
- ⑪ (EXISTING) ELECTRICAL EQUIPMENT - TYPICAL THROUGHOUT ROOM - SHOWN FOR REFERENCE ONLY.
- ⑫ (EXISTING) 30"x24" WALL GRILLE - SHOWN FOR REFERENCE ONLY.
- ⑬ (EXISTING) CURB WITH WIRE-FENCE & GATE - SHOWN FOR REFERENCE ONLY.
- ⑭ (NEW) THERMOSTAT FOR FAN COIL UNITS - MITSUBISHI Model PAC-T103CAU-1 - PROVIDE CROSSOVER WIRING FOR GROUPING INDOOR FAN COIL UNITS TOGETHER PER MANUFACTURER - SEE SPECIFICATIONS ON SHEET M2 - MOUNT +48" ABOVE FINISHED FLOOR.

Plan Notes

1. APPLICABLE CODES:

- 2019 California Building Code	Part 2.1
- 2019 California Building Code	Part 2.2
- 2019 California Residential Code	Part 2.3
- 2019 California Electrical Code	Part 3
- 2019 California Mechanical Code	Part 4
- 2019 California Plumbing Code	Part 5
- 2019 California Energy Code (Title 24)	Part 6
- 2019 California Fire Code	Part 9
- 2019 California Green Building Standards	Part 11
2. SEE SHEET M2 FOR MECHANICAL DETAILS AND EQUIPMENT SPECIFICATIONS.
3. PROVIDE FIRE-CALCULATING WHERE REFRIGERANT PIPING PASSES THROUGH FIRE-RATED ASSEMBLIES - SEE DETAIL 1/M2.

Equipment Schedule

- MITSUBISHI Model PUMY-HP48NMQU HEAT PUMP CONDENSER - SEE SHEET M2 FOR SPECIFICATIONS. - SEE DETAIL 1/P2 FOR MOUNTING SPECIFICATIONS.
- MITSUBISHI Model PUMY-P24NM-E DUCTLESS FAN COIL - SEE SHEET M2 FOR SPECIFICATIONS. - MOUNT TOP OF FAN COIL UNIT -8" BELOW FINISHED CEILING.

CALIFORNIA CONSTRUCTION AUTHORITY

1776 188TH RD
SUITE 220
SACRAMENTO, CA 95815

Engineer:

REVISIONS

NO.	DESCRIPTION	DATE

Consulting Engineer

THE McDERMOTT GROUP
2201 FRANCISCO DRIVE, SUITE 140-451
EL DORADO HILLS, CA 95762
PHONE: (916) 935-6791

**ELECTRICAL - PHASE I
TRANSFORMER ROOM
COOLING**

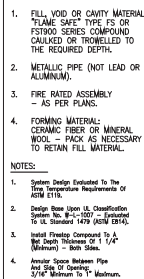
**SAN JOAQUIN FAIRGROUNDS
1658 SOUTH AIRPORT WAY STOCKTON, CA 95206**

SHEET TITLE:

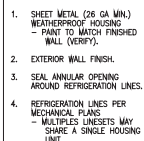
MECHANICAL PLAN

Date	03/16/2020	SHEET:	M1
Scale	AS NOTED		
Drawn	MPW		
Job No.	ME-20011		

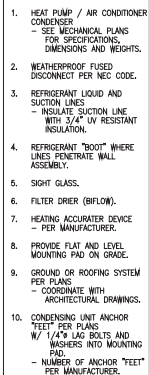
OSFM SUBMITTAL No. V1



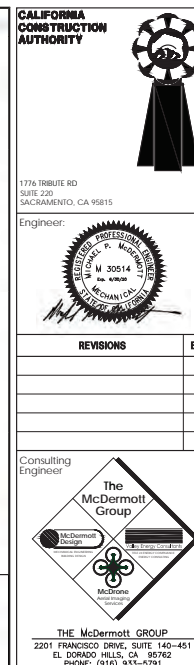
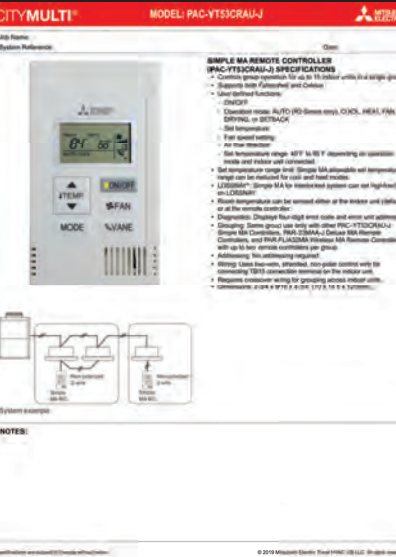
SCALE:	NO SCALE
FILE:	PLMB_003



SCALE:	NO SCALE
FILE:	HVAC_032



SCALE:	NO SCALE
FILE:	HVAC_068






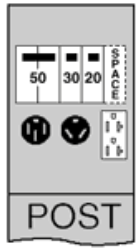
SAN JOAQUIN FAIRGROUNDS
1658 SOUTH AIRPORT WAY STOCKTON, CA 95206

MECHANICAL DETAILS & SPECIFICATIONS

Date	03/16/2020	SHEET:
------	------------	--------

Scale	AS NOTED	M2
Drawn	MPM	
Job No.	McD_20011	
GSFM SUBMITTAL No.		Y1

CALIFORNIA CONSTRUCTION AUTHORITY	
	
1776 TRIBUNE RD SUITE 220 SACRAMENTO, CA 95815	
Engineer: _____	
	
REVISIONS	BY
Consulting Engineer: _____	
	
THE McDermott GROUP 2201 FRANCISCO DRIVE, SUITE 140-451 EL DORADO HILLS, CA 95762 PHONE: (916) 933-5791	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <h1 style="margin: 0;">ELECTRICAL - PHASE I TRANSFORMER ROOM COOLING</h1> </div> <div style="width: 45%; text-align: right;"> <h1 style="margin: 0;">SAN JOAQUIN FAIRGROUNDS 1658 SOUTH AIRPORT WAY STOCKTON, CA 95206</h1> </div> </div>	
SHEET TITLE:	
TITLE 24 ENERGY MECHANICAL	
Date: 03/16/2020	SHEETS:
Scale: AS NOTED	<h2 style="margin: 0;">T24</h2>
Drawn: UPU	Job No.: MGD-20011
CSFM SUBMITAL No. _____	



Representative Image

Catalog No. U075CP6010

Description: 100A POST 50/30/20GFCI

UPC No 784567571813

Home > RV Park Equipment > Pedestal - Earth Burial

Midwest Electric's metallic RV units are manufactured using 16-gauge, galvanized zinc-coated steel and NEMA 3R construction, which resists corrosion and fading and provides lasting service in outdoor applications. Units are available in surface mount and earth burial or padmount posts, offering a wide range of receptacle configurations to fit your needs.

Descriptors

Category	Pedestal - Earth Burial
----------	-------------------------

Specifications

Heads	1
Metering	Unmetered
Receptacles	50/30/20GFCI
Light Option (Head 1)	No
TV/Phone (Head 1)	No
AIC	10,000
Circuit Protection	Yes
Amps	100.0 A
Volts	120/240
Feed	Underground
Hub Provision	No
Installed Breaker	CB130, CB120, CB250
Load Center	LC55N1
Loop Feed	Yes
Phase	1
Suitable for Service Equipment	No
Unit Weight	47.0 lb

Classifications

Stock Class Code	Stock
------------------	-------

Approvals

Certification	UL/CUL
---------------	--------

APPENDIX C

AGREEMENT FOR CONSTRUCTION CONTRACTOR SERVICES

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

CONTRACT AGREEMENT & ATTACHMENT A

THIS AGREEMENT IS MADE AND ENTERED INTO THIS ____ DAY OF _____, 20____, by and between California Construction Authority (“CCA”) and _____ (“Contractor”) (“Agreement”). CCA and the Contractor agree as follows:

1. **The Work:** Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT SAN JOAQUIN COUNTY FAIRGROUNDS CCA PROJECT No. 002-21-069

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of CCA or its authorized representative.

2. **The Contract Documents:**

- A. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. CCA is not obligated to provide the contractor prior written notice of changes to these documents from the bid package. It is the contractor’s responsibility to thoroughly read and verify this document before initialing and signing. All obligations of CCA and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.
- B. **Interpretation of Contract Documents:** Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to CCA for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:
 1. CCA-approved modifications, beginning with the most recent (if any);
 2. Agreement;
 3. Special Conditions (if any);
 4. Supplemental Conditions (if any);

California Construction Authority
San Joaquin County Fair
Electrical Transformer & Pedestal Replacement

AGREEMENT

Initials _____

5. General Conditions;
6. Remaining documents (Sections beginning with "00"), if applicable;
7. Division 1 sections (Specifications – General Conditions; Sections beginning with "01"), if applicable;
8. Division 2 through Division 48 sections (Technical Specifications), if applicable;
9. Figured dimensions;
10. Large-scale drawings;
11. Small-scale drawings.

In no case shall a document call for lower quality and/or quantity material or workmanship control. The decision of CCA in the matter shall be final.

3. **Time For Completion:** It is hereby understood and agreed that the work as outlined in the Contract Documents for this project is considered Critical Path Construction. Many pre-scheduled uses for this site are currently under contract for this site. All pre-scheduled events all their requirements as listed must be incorporated within the timeline of construction. Contractor is required to be **100% Complete, by November 12, 2021.** The Contract Time is more fully detailed in the attached Attachment A. CCA shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.
4. **Completion-Extension Of Time:** If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to CCA for all loss and damage that CCA may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. CCA shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
5. **Liquidated Damages:** Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that CCA will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to CCA the sum(s) set forth in the attached Attachment A, ("Contract Price, Contract Time & Liquidated Damages") per day for each and every day's delay beyond the time prescribed for each item listed with a liquidated damage amount.
 - A. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if Contractor is late in completing two milestones and the entire Project,

Contractor will forfeit three separate Liquidated Damages amounts. CCA may deduct Liquidated Damages from money due or that may become due.

- B. It is hereby understood and agreed that neither the total cumulative Liquidated Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - C. Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to CCA, and CCA's right to retain Liquidated Damages, is as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
 - D. Liquidated Damages are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither CCA's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor CCA's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of CCA's right to Liquidated Damages.
 - E. Contractor and Surety shall be liable for and pay to CCA the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by CCA.
 - F. Liquidated Damages shall be in addition, and not in lieu of, CCA's right to charge Contractor for CCA's cost of completing or correcting items of the Work.
 - G. CCA may extend the Contract time if Work is delayed for causes outside the Contractor's control, as further described in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
6. **Loss Or Damage:** CCA and its authorized representatives shall not be answerable or suffer loss, damage, expense, or liability for any loss or damage that occurs to the Work, or any part thereof, during its construction and before Completion. Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold CCA and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds.
8. **Performance Of Work:** If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, CCA, may, pursuant to the General Conditions

and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s) or the Project Inspector(s) have authority to approve and/or stop Work
If Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment Of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of CCA, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification Of Contractor's License:** Contractor hereby acknowledges that it currently holds valid C-10 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of CCA, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts set forth in the attached Attachment A, Contract Price, Contract Time & Liquidated Damages, to perform the Work according to the Contract Documents. CCA covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the amount(s) set forth in the attached Attachment A, Section.
 - A. The Allowances set forth in the "Instructions to Bidders" and included in the attached Attachment A, if any, are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and CCA has approved Contractor's invoice. Contractor shall invoice only for components of the Work

encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of each Allowance shall be retained by CCA.

- B. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

- 14. Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
- 15. Severability:** If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____, 20____

Dated: _____, 20____

**CALIFORNIA CONSTRUCTION
AUTHORITY**

CONTRACTOR

By: _____

By: _____

Print Name: Randy Crabtree, Jr.

Print Name: _____

Print Title: Executive Officer

Print Title: _____

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF SECTION

ATTACHMENT A

CONTRACT PRICE

CONTRACT TIME & LIQUIDATED DAMAGES

**ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT
SAN JOAQUIN COUNTY FAIRGROUNDS
CCA PROJECT No. 002-21-069**

1. CONTRACT PRICE:

The Contract Price shall be the following amount(s):

(\$ _____), (Base Amount)
_____ Dollars

(\$ NA _____), (Add. Alt #1, if accepted)
_____ Dollars

(\$ NA _____), (Unit Cost, if accepted)
_____ Dollars

= (\$ _____), ("Total Contract Price")
_____ Dollars

2. CONTRACT TIME AND LIQUIDATED DAMAGES

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT SAN JOAQUIN COUNTY FAIRGROUNDS CCA PROJECT No. 002-21-069

DATE	ACTIVITY	LIQUIDATED DAMAGES
August 20, 2021 @ 3:00 pm	Contractor Bid Due	
August 27, 2021 (Anticipated)	Notice of Intent to Award	
September 10, 2021 (Anticipated)	Notice to Proceed (NTP): Project Start Date, Project Submittal Log including determination of critical path submittals, Schedule of Values.	
<u>Milestone #1</u> by September 24, 2021	Submission of all Critical Path Submittals	
<u>Milestone #2</u> Approx. October 4, 2021	Mobilization (to be coordinated between CCA, Cal Expo, and Awarded Contractor)	
<u>Project Completion</u> November 12, 2021	Completion and Close-Out	\$250.00/Day

* Milestone schedules may be revised as necessary to accommodate a late or delayed NTP date. CCA may change Anticipated Award and/or Proceed dates without notifying contractor.

END OF SECTION

APPENDIX D

GENERAL CONDITIONS

ELECTRICAL TRANSFORMER & PEDESTAL REPLACEMENT

SAN JOAQUIN COUNTY FAIRGROUNDS

CCA PROJECT No. 002-21-069

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

<u>1. CONTRACT TERMS AND DEFINITIONS</u>	1
<u>1.1. Definitions</u>	1
<u>1.2. Laws Concerning the Contract</u>	5
<u>1.3. No Oral Agreements</u>	5
<u>1.4. No Assignment</u>	5
<u>1.5. Notice And Service Thereof</u>	6
<u>1.6. No Waiver</u>	6
<u>1.7. Substitutions for Specified Items</u>	6
<u>1.8. Materials and Work</u>	6
<u>2. CCA</u>	8
<u>3. ARCHITECT</u>	8
<u>4. CONSTRUCTION MANAGER</u>	9
<u>5. INSPECTOR, INSPECTIONS AND TESTS</u>	9
<u>5.1. Project Inspector</u>	9
<u>5.2. Tests and Inspections</u>	10
<u>5.3. Costs for After Hours and/or Off Site Inspections</u>	11
<u>6. CONTRACTOR</u>	11
<u>6.1. Status of Contractor</u>	11
<u>6.2. Contractor's Supervision</u>	11
<u>6.3. Duty to Provide Fit Workers</u>	12
<u>6.4. Personnel</u>	13
<u>6.5. Purchase of Materials and Equipment</u>	14
<u>6.6. Documents on Work</u>	15
<u>6.7. Preservation of Records</u>	15
<u>6.8. Integration of Work</u>	16
<u>6.9. Obtaining of Permits and Licenses</u>	16
<u>6.10. Work to Comply With Applicable Laws and Regulations</u>	16
<u>6.11. Safety/Protection of Persons and Property</u>	17
<u>6.12. Working Evenings and Weekends</u>	20
<u>6.13. Cleaning Up</u>	20
<u>7. SUBCONTRACTORS</u>	21
<u>8. OTHER CONTRACTS/CONTRACTORS</u>	22
<u>9. DRAWINGS AND SPECIFICATIONS</u>	23
<u>10. CONTRACTOR'S SUBMITTALS AND SCHEDULES</u>	24
<u>10.1. Schedules, Safety Plan and Complete Subcontractor List</u>	24
<u>10.2. Monthly Progress Schedule(s)</u>	27
<u>10.3. Material Safety Data Sheets (MSDS)</u>	27
<u>10.4. Logistic Plan</u>	27
<u>11. SITE ACCESS, CONDITIONS AND REQUIREMENTS</u>	28
<u>11.1. Site Investigation</u>	28
<u>11.2. Soils Investigation Report</u>	28
<u>11.3. Access to Work</u>	28
<u>11.4. Layout and Field Engineering</u>	28

<u>11.5. Utilities</u>	29
<u>11.6. Sanitary Facilities</u>	29
<u>11.7. Surveys</u>	29
<u>11.8. Regional Notification Center</u>	29
<u>11.9. Existing Utility Lines</u>	29
<u>11.10. Notification</u>	30
<u>11.11. Hazardous Materials</u>	30
<u>11.12. No Signs</u>	30
12. TRENCHES	31
<u>12.1. Trenches Greater Than Five Feet</u>	31
<u>12.2. Excavation Safety</u>	31
<u>12.3. No Tort Liability of CCA</u>	31
<u>12.4. No Excavation without Permits</u>	31
<u>12.5. Discovery of Hazardous Waste and/or Unusual Conditions</u>	31
13. INSURANCE AND BONDS	32
<u>13.1 Insurance</u>	32
<u>13.2 Contract Security - Bonds</u>	35
14. WARRANTY/GUARANTEE/INDEMNITY	36
<u>14.1. Warranty/Guarantee</u>	36
<u>14.2. Indemnity</u>	37
15. TIME	38
<u>15.1. Notice to Proceed</u>	38
<u>15.2. Hours of Work</u>	38
<u>15.3. Progress and Completion</u>	38
<u>15.4. Schedule</u>	38
<u>15.5. Expeditious Completion</u>	38
16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES	39
<u>16.1. Contractor’s Notice of Delay</u>	39
<u>16.2. Excusable and Compensable Delay(s)</u>	40
<u>16.3. Excusable and Non-Compensable Delay(s)</u>	40
<u>16.4. Unexcused Delay(s) – Liquidated Damages</u>	42
17. CHANGES IN THE WORK	42
<u>17.1. No Changes Without Authorization</u>	42
<u>17.2. Architect Authority</u>	43
<u>17.3. Change Orders</u>	43
<u>17.4. Construction Directives/Unilateral Change Orders</u>	43
<u>17.5 Force Account Directives</u>	45
<u>17.6. Price Request</u>	46
<u>17.7. Proposed Change Order</u>	46
<u>17.8. Content for Proposed Change Order</u>	47
<u>17.9. Change Order Certification</u>	52
<u>17.10. Determination of Change Order Cost</u>	53
<u>17.11. Deductive Change Orders</u>	53
<u>17.12. Discounts, Rebates and Refunds</u>	53
<u>17.13. Accounting Records</u>	54
<u>17.14. Notice Required</u>	54
<u>17.15. Applicability to Subcontractors</u>	54
<u>17.16. Alteration to Change Order Language</u>	54
<u>17.17. Failure of Contractor to Execute Change Order</u>	54
18. REQUEST FOR INFORMATION	54

19. PAYMENTS	55
19.1. Contract Price	55
19.2. Applications for Progress Payments	55
19.3. Progress Payments	58
19.4. Decisions to Withhold Payment	60
19.5. Subcontractor Payments	62
20. COMPLETION OF THE WORK	62
20.1. Completion	62
20.2. Closeout Procedures	63
20.3. Final Inspection	64
20.4. Costs of Multiple Inspections	65
20.5. Partial Occupancy or Use Prior to Completion	65
21. FINAL PAYMENT AND RETENTION	66
21.1. Final Payment	66
21.2. Prerequisites for Final Payment	66
21.3. Retention	67
21.4. Substitution of Securities	67
22. UNCOVERING OF WORK	67
23. NONCONFORMING WORK AND CORRECTION OF WORK	68
23.1. Nonconforming Work	68
23.2. Correction of Work	68
23.3. CCA's Right to Perform Work	68
24. TERMINATION AND SUSPENSION	69
24.1. CCA's Right to Terminate Contractor for Cause	69
24.2. Emergency Termination of Public Contracts Act of 1949	72
24.3. Termination of Contractor for Convenience	72
24.4. Suspension of Work	73
24.5. Scope of Reduction	73
25. CLAIMS RESOLUTION	73
25.1. Exclusive Remedy	73
25.2. Performance During Claim Resolution Process	74
25.3. Waiver	74
25.4. Intention	74
25.5. Other Provisions	74
25.6. Subcontractors	74
25.7. Claim Resolution Process	75
25.9. Documentation of Resolution	80
25.10. Claim Resolution Process – Non Applicability	80
26. LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS	81
26.1. Contractor & Subcontractor Registration	81
26.2. Wage Rates, Travel and Subsistence	81
26.3. Hours of Work	83
26.4. Payroll Records	83
26.5. Apprentices	85
26.6. Non-Discrimination	86
26.7. Labor First Aid	87
27. MISCELLANEOUS	87
27.1. Assignment of Antitrust Actions	87
27.2. Excise Taxes	88
27.3. Taxes	88

<u>27.4. Shipments</u>	88
<u>27.5. Compliance with Government Reporting Requirements</u>	88

GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1. Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1. Adverse Weather: Weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) occurring at the Project Site.

1.1.2. Allowance(s): Amount(s) stated in the Agreement for specific scopes of work for which Contractor may bill its time, materials, and other items in the identical structure as a Change Order.

1.1.3. Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.4. Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect that has the rights and authority assigned to the Architect in the Contract Documents. The term Architect means CCA's Architect on this Project or the Architect's authorized representative.

1.1.5. As-Built Drawings: A reproducible full-size sets of drawings to be prepared on a monthly basis, and upon Project Completion, pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal.

1.1.6. Bidder: A contractor who intends to provide a bid to CCA to perform the Work of the Contract.

1.1.7. Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

1.1.8. Completion: When the entire Work shall have been completed to the satisfaction of CCA, including all punch list items.

1.1.9. Construction Directive: A written order prepared and issued by CCA, the Construction Manager, and/or the Architect, directing a change in the Work.

1.1.10. Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by CCA. If no Construction Manager is used on the Project, then all references in the Contract Documents to Construction Manager shall be read to refer to CCA.

1.1.11. Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by CCA.

1.1.12. Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of CCA and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.12.1. Notice to Bidders/Invitation to Bid
- 1.1.12.2. Instructions to Bidders
- 1.1.12.3. Bid Form
- 1.1.12.4. Bid Bond (Security)
- 1.1.12.5. Designated Subcontractors List
- 1.1.12.6. Site-Visit Certification
- 1.1.12.7. Noncollusion Declaration
- 1.1.12.8. Iran Contracting Act Certification
- 1.1.12.9. Worker's Compensation Certification
- 1.1.12.10. Prevailing Wage and Related Labor Requirements Certification
- 1.1.12.11. Disabled Veteran's Business Enterprise Participation Certification
- 1.1.12.12. Drug-Free Workplace Certification
- 1.1.12.13. Smoke-Free Environment Certification
- 1.1.12.14. Hazardous Materials Certification
- 1.1.12.15. Lead-Based Materials Certification
- 1.1.12.16. Imported Materials Certification
- 1.1.12.17. Notice of Award
- 1.1.12.18. Agreement
- 1.1.12.19. Escrow of Bid Documentation (if applicable)
- 1.1.12.20. Escrow Agreement for Security Deposits (if applicable)
- 1.1.12.21. Storm Water Pollution Prevention Plan (if applicable)
- 1.1.12.22. Hazardous Materials Procedures and Requirements
- 1.1.12.23. Notice to Proceed
- 1.1.12.24. Performance Bond
- 1.1.12.25. Payment Bond (Contractor's Labor and Material Bond)
- 1.1.12.26. CCA Contract Forms (if applicable)
- 1.1.12.27. CCA Closeout Forms (if applicable)
- 1.1.12.28. Agreement and Release of Any and All Claims
- 1.1.12.29. Warranty and Guarantee Form
- 1.1.12.30. General Conditions
- 1.1.12.31. Special Conditions
- 1.1.12.32. Project Specifications
- 1.1.12.33. Project Drawings
- 1.1.12.34. Addenda to any of the above documents
- 1.1.12.35. Schedules if approved in writing by CCA
- 1.1.12.36. Change Orders or written modifications to the above documents if approved in writing by CCA
- 1.1.12.37. Local Capacity Building Program
- 1.1.12.38. Labor Compliance Program Information and Forms (if applicable)

1.1.12.39. Project Labor Agreement information and attachments (if applicable)

1.1.12.40. Apprenticeship Compliance

1.1.12.41. Logistics Plan

1.1.13. Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.14. Contract Time: The time period stated in the Agreement for the Completion of the Work.

1.1.15. Contractor: The person or persons identified in the Agreement as contracting to perform the Work, or the legal representative of such person(s).

1.1.16. Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.17. Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.18. CCA: The public agency for which the Work is performed.

1.1.19. Drawings: (or "Plans") The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.20. DSA: Division of the State Architect.

1.1.21. Labor Compliance Program (or "LCP"): The program and related documents and practices necessary for the program by which CCA and/or the California Department of Industrial Relations ensures that Contractor and all Subcontractors pay prevailing wages to all workers performing Work on the Project.

1.1.22. Premises: The real property owned or managed by CCA on which the Project Site is located.

1.1.23. Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by CCA for reuse.

1.1.24. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a material, product, or system for a scope of the Work.

1.1.25. Project: The planned undertaking as provided for in the Contract Documents.

1.1.26. Project Inspector (or "Inspector"): The individual(s) retained by CCA, or designated CCA personnel, to monitor and inspect the Project.

1.1.27. Project Labor Agreement (or “PLA”): If applicable, the agreement entered into between CCA and the applicable trade union organization(s), local union(s) and/or contractor plus the forms and procedures contained therein.

1.1.28. Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by CCA. If no Program Manager is designated for the Project then all references to Program Manager shall refer to CCA.

1.1.29. Proposed Change Order. A written request prepared by the Contractor requesting that the CCA and the Architect issue a Change Order based upon a proposed change in the Work.

1.1.30. Provide: Shall include “provide complete in place,” that is, “furnish and install,” and “provide complete and functioning as intended in place” unless specifically stated otherwise.

1.1.31. Request for Information (or “RFI”): A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address issues that have arisen under field conditions.

1.1.32. Request for Substitution: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.33. Safety Orders: Written and/or verbal orders for construction issued by the California Division of Industrial Safety (“CalOSHA”) or by the United States Occupational Safety and Health Administration (“OSHA”).

1.1.34. Safety Plan: Contractor’s safety plan specifically adapted for the Project. Contractor’s Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.35. Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.36. Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.37. Site: The Project site as shown on the Drawings.

1.1.38. Specifications: That portion of the Contract Documents, Division 1 through Division 16, and all technical sections, and addenda to all of these, if any, consisting of written

descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.39. Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work.

1.1.40. Submittal Schedule: The schedule of submittals as provided by Contractor and approved by CCA.

1.1.41. Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.42. SWPPP: CCA's Storm Water Pollution Prevention Plan.

1.1.43. Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and Completion of the Project.

1.1.44. Working Day(s): All days except Saturday, Sunday, a day that is a federally-recognized holiday, or a day that is a California-recognized holiday.

1.2. Laws Concerning the Contract

Contract is subject to all provisions of the Constitution, laws of California and the United States, governing, controlling, or affecting CCA, or the property, funds, operations, or powers of CCA, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3. No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of CCA, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in the Contract Documents.

1.4. No Assignment

Contractor shall not assign the Contract or any part thereof including, without limitation, any services or money to become due without the prior written consent of CCA. Assignment without CCA's prior written consent shall be null and void. Any assignment of money due or to be come due under the Contract shall be subject to a prior lien for services rendered or material supplied for Work performed in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for Liquidated Damages or withholding of payments as determined by the CCA in accordance with the Contract. Contractor shall not assign or

transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against CCA.

1.5. Notice And Service Thereof

1.5.1. Any notice required by the Contract shall be in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice shall be served and considered effective and in one of the following manners:

1.5.1.1. By personal delivery; considered delivered on the day of delivery.

1.5.1.2. By overnight delivery service; considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3. By depositing same in United States mail, enclosed in a sealed envelope; considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4. By registered or certified mail with postage prepaid, return receipt requested; considered delivered on the day the notice is signed for.

1.6. No Waiver

The failure of CCA in any one or more instances to insist upon strict performance of any term of the Contract or to exercise any CCA option shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such term or option on a future occasion. No action or failure to act by CCA, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded CCA under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

1.7. Substitutions for Specified Items

See Special Conditions.

1.8. Materials and Work

1.8.1. Except as otherwise stated in the Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete the Contract within the Contract Time.

1.8.2. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

1.8.3. Materials shall be furnished in sufficient quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected as required.

1.8.4. For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.8.5. Contractor shall, after award of Contract by CCA and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon demand from CCA, present documentary evidence showing that orders have been placed.

1.8.6. CCA reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

1.8.7. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon Completion of all Work to deliver the Site to CCA, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise CCA as to owner thereof.

1.8.8. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under law permitting such protection or any rights under law permitting such persons to look to funds due Contractor in hands of CCA (e.g., stop payment notices). This provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9. Title to new materials and/or equipment for the Work and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by CCA. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to CCA or its authorized representative and shall, at CCA's request, forward it to CCA.

2. CCA

2.1.1. The governing board of CCA or its designees will act for CCA in all matters pertaining to the Contract.

2.1.2. CCA may, at any time,

2.1.2.1. Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to CCA; and/or

2.1.2.2. Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate CCA will communicate with or direct the Contractor.

2.1.3. CCA's Rights if Contractor Fails to Perform. If CCA at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents or is otherwise failing to perform any provisions of this Contract, CCA, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may take any action necessary or beneficial to CCA to complete the Project, take over the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor and the Surety shall be liable to CCA for any cost incurred by CCA in those actions and CCA has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

3. ARCHITECT

3.1. Architect shall have the authority to act on behalf of CCA to the extent expressly provided in the Contract Documents and to the extent determined by CCA to, among other things, observe the progress and quality of the Work on behalf of CCA. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

3.2. Architect shall, with CCA and on behalf of CCA, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with CCA, interpret all other Contract Documents.

3.3. Architect shall have all authority and responsibility established by law.

3.4. Contractor shall provide CCA and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders proposals.

4. CONSTRUCTION MANAGER

4.1. If a Construction Manager is used on this Project, the Construction Manager will provide administration of the Contract on CCA's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or CCA shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

4.2. Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by CCA, the Architect, and/or the Project Inspector. Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. Construction Manager shall have free access to all parts of Work at any time.

4.3. If CCA does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as CCA.

5. INSPECTOR, INSPECTIONS AND TESTS

5.1. Project Inspector

5.1.1. One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by CCA to enforce the building code and monitor compliance with Plans and Specifications for the Project.

5.1.2. No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from the obligation to fulfill the Contract. Project Inspector(s) are authorized to stop work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) shall be without liability to CCA. Contractor shall instruct its Subcontractors and employees accordingly.

5.1.3. If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

5.2. Tests and Inspections

5.2.1. Tests and Inspections shall comply with applicable law, and with the provisions of the Specifications.

5.2.2. CCA will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or CCA's representative and not by the Contractor. The Contractor shall notify CCA's representative a sufficient time in advance of its readiness for required observation or inspection.

5.2.3. The Contractor shall notify CCA's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, that must by terms of the Contract Documents be tested, in order that CCA may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5. CCA will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by CCA and reimbursed by the Contractor or deducted from the Contract Price. The CCA will conduct inspections to determine the Contractor's compliance with the Contract Documents and the date of final Completion; will receive, for review and record, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and will issue a final Payment Authorization upon compliance with the requirements of the Contract Documents and Acceptance of the Work.

5.2.6. The Contractor shall be responsible to the CCA for acts and omissions of the Contractor's employees, Subcontractors, Sub-subcontractors or material suppliers and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

5.2.7. The Contractor shall be responsible in all respects for the actions or inaction of all Subcontractors, Sub-subcontractors or material suppliers, at all tiers, regardless of whether they are stipulated suppliers or sole sourced. The CCA shall not be responsible or liable for any action or inaction of any Subcontractor, Sub-subcontractor or material supplier at any tier, except to the extent that the CCA is the direct cause of the change or delay.

5.2.8. The Contractor shall be responsible for inspections of portions of the Work already completed under the Contract to determine that such portions are in proper condition to receive subsequent work. If the General Contractor determines that some work performed on the Project does not comply with the requirements of the Contract Documents. The Contractor shall repair or replace such defective work at the Contractor's sole expense.

5.3. Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by CCA or CCA may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

Contractor shall construct the Work for the Contract Price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and Completion of the Work, except as indicated herein.

6.1. Status of Contractor

6.1.1. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CCA, or any of CCA's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of CCA employees. CCA shall be permitted to monitor the Contractor's activities to determine compliance with the terms of the Contract.

6.1.2. As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the California Contractor's State License Board, 9821 Business Park Dr, Sacramento, CA 95827 (800) 321-2752, <http://www.cslb.ca.gov>.

6.1.3. Compliance with Iran Contracting Act of 2010. As required by law, Contractor and all Subcontractors shall employ individuals for the Work in conformity with the Iran Contracting Act of 2010, Public Contract Code section 2200, et seq.

6.2. Contractor's Supervision

6.2.1. During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees of the Contractor, to whom CCA does not object and at least one of whom shall be fluent in English, written and verbal.

6.2.2. The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

6.2.3. Before commencing the Work, Contractor shall give written notice to CCA of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to CCA, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, CCA, any of CCA's employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify CCA in writing. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.2.4. Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to CCA, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to CCA's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.2.5. The Contractor's project manager shall devote sufficient time to the Project on site, and in the Contractor's home office to pre-plan activities to meet the Project schedule and fulfill all Contract obligations. This includes making timely submittals, issuing and disseminating necessary RFI's, promptly processing and distributing bulletins, change orders and payments, keeping required logs current etc. If any of these activities fall behind contract requirements or dates necessary to complete the Project on time, the Contractor must provide a full time project manager on the Project Site dedicated solely to the Project, until the deficiencies are corrected.

6.2.6. The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing Work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Project Documents before commencing work. Errors, inconsistencies or omissions discovered shall be immediately reported to the CCA. Upon commencement of any item of Work, the Contractor shall be responsible for dimensions related to the Work and shall make any corrections necessary to make Work properly fit at no additional cost to the CCA. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

6.2.7. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed Work, but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.

6.2.8. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.3. Duty to Provide Fit Workers

6.3.1. Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. CCA may require Contractor to permanently remove unfit persons from Project Site.

6.3.2. Any person in the employ of Contractor or Subcontractor(s) whom CCA may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of CCA.

6.3.3. The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.3.4. If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify CCA. CCA shall determine if Contractor's intended change is permissible while performing the Contract.

6.3.5. Compliance with Immigration Reform and Control Act of 1986. As required by law, Contractor and all Subcontractors shall employ individuals for the Work in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq.

6.4. Personnel

6.4.1 The Contractor shall employ a full-time superintendent and necessary assistants who shall have complete authority to represent and act on behalf on the Contractor on all matters pertaining to the Work. The superintendent shall be competent and have a minimum of five (5) years' experience in construction supervision on projects of similar scale and complexity. The superintendent shall be satisfactory to the CCA and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable to the CCA. The superintendent shall not be changed without the written consent of the CCA unless the superintendent ceases to be employed by the Contractor.

6.4.2 The Contractor shall employ a competent estimator and necessary assistants, or contract for sufficient services of an estimating consultant and to process proposed change orders. The estimator shall have a minimum of five (5) years' experience in estimating. The estimator shall be satisfactory to the CCA and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The estimator shall not be changed without the written consent of the CCA unless the estimator ceases to be employed by the Contractor. The Contractor shall submit PCO's requested by the CCA within fourteen (14) calendar days.

6.4.3 The Contractor shall employ a competent scheduler and necessary assistants, or contract for sufficient services of a scheduling consultant. The scheduler shall have a minimum of five (5) years' experience in scheduling. The scheduler shall be satisfactory to the CCA and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The scheduler shall not be changed without the written consent of the CCA unless the scheduler ceases to be employed by the Contractor.

6.4.4 Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

6.4.5 If Contractor or any Subcontractor on the Project site fails to comply with any provision herein, the CCA may have the offending person(s) immediately removed from the Site, and the person(s) shall be replaced within three (3) days, at no additional expense to the CCA. Contractor, on behalf of it and its Subcontractors, hereby waives any claim that the provisions of this paragraph or the enforcement thereof interferes, or has the potential to interfere, with its right to control the means and methods of its performance and duties under this Contract.

6.5. Purchase of Materials and Equipment

6.5.1. The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from CCA to assure that there will be no delays.

6.5.2. Off-Site Storage of Materials and Equipment. Contractor shall not store materials and/or equipment off site without first obtaining the CCA's express, written consent. If Contractor receives CCA's consent to store materials and/or equipment off site ("Stored Materials"), Contractor shall comply with all of the following:

6.5.2.1. Property of Others Insurance. Contractor shall procure and maintain, during the entire time Stored Materials are in off-site storage, insurance coverage acceptable to the CCA that shall protect Contractor and CCA from all claims for Stored Materials that are lost, stolen, or damaged. The CCA shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a "loss payable endorsement" stating that all amounts payable will be paid as a joint-check to the Contractor and CCA. If approved in advance by CCA, this required insurance may be obtained by an "Employee Theft Protection Insurance Policy" or an "Employee Theft Protection Bond."

6.5.2.2. Payment for Stored Materials. CCA shall only make payment to Contractor for Stored Materials if agreed upon in advance, in writing, by the CCA and provided that Contractor submits an itemized list of all Stored Materials with Contractor's Application for Payment. Contractor's itemized list of all Stored Materials shall be supported by all of the following:

6.5.2.3. Itemized breakdown of the Stored Materials for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material; and

6.5.2.4. Verified invoices for the Stored Materials; and

6.5.2.5. Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy, or an Employee Theft Protection Bond based on the type of insurance

required by the CCA. These documents shall include certificates and endorsements stating the coverage and that the CCA is a loss payee or obligee, as appropriate.

6.6. Documents on Work

6.6.1. Contractor shall at all times keep on the Work Site, or at another location as CCA may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to CCA, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly titles 8 and 17. .

6.6.2. Daily Job Reports.

6.6.2.1. Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.6.2.1.1. A brief description of all Work performed on that day.

6.6.2.1.2. A summary of all other pertinent events and/or occurrences on that day.

6.6.2.1.3. The weather conditions on that day.

6.6.2.1.4. A list of all Subcontractor(s) working on that day,

6.6.2.1.5. A list of each Contractor employee working on that day and the total hours worked for each employee.

6.6.2.1.6. A complete list of all equipment on Site that day, whether in use or not.

6.6.2.1.7. A complete list of all materials, supplies, and equipment delivered on that day.

6.6.2.1.8. A complete list of all inspections and tests performed on that day.

6.6.2.2. Each day Contractor shall provide a copy of the previous day's Daily Job Report to CCA or CCA's Construction Manager.

6.7. Preservation of Records

CCA shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to CCA. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by CCA. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.8. Integration of Work

6.8.1. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as CCA and/or Architect may direct.

6.8.2. All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

6.8.3. Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with written consent of CCA.

6.9. Obtaining of Permits and Licenses

Contractor shall secure and pay for all permits, licenses, and certificates as indicated in the Special Conditions.

6.10. Work to Comply with Applicable Laws and Regulations

6.10.1. Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify CCA in writing and any changes deemed necessary by CCA shall be made as provided in Contract for changes in Work.

- 6.10.1.1.** National Electrical Safety Code, U. S. Department of Commerce
- 6.10.1.2.** National Board of Fire Underwriters' Regulations
- 6.10.1.3.** Uniform Building Code, latest addition, and the California Code of Regulations, title 24, including amendments
- 6.10.1.4.** Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- 6.10.1.5.** Industrial Accident Commission's Safety Orders, State of California
- 6.10.1.6.** Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes
- 6.10.1.7.** Americans with Disabilities Act
- 6.10.1.8.** Education Code of the State of California
- 6.10.1.9.** Government Code of the State of California
- 6.10.1.10.** Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies
- 6.10.1.11.** Public Contract Code of the State of California
- 6.10.1.12.** California Art Preservation Act
- 6.10.1.13.** U. S. Copyright Act
- 6.10.1.14.** U. S. Visual Artists Rights Act

6.10.2. Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. seq.)

6.10.3. If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom.

6.10.4. Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

6.11. Safety/Protection of Persons and Property

6.11.1. Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.11.2. The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

6.11.3. Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.

6.11.4. Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.11.5. Contractor shall furnish to CCA a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.11.6. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by CCA. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.11.7. Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.11.8. Hazards Control. Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.11.9. Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to CCA by Contractor.

6.11.10. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

6.11.11. Storm Water. Contractor shall comply with CCA's Storm Water Pollution Prevention Plan (SWPPP) and, if indicated in the Special Conditions, shall be CCA's Qualified SWPPP Practitioner, at no additional cost to CCA.

6.11.12. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.11.13. All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, CCA reserves the right to designate certain items of value that shall be turned over to CCA unless otherwise directed by CCA.

6.11.14. All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by CCA during the entire progress of the Work.

6.11.15. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.11.16. Contractor shall protect and preserve the Work from all damage or accident, providing temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of CCA and others.

6.11.17. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

6.11.18. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of CCA and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.11.19. Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for the site. No verbal or physical contact with neighbors, Fair staff, and visitors, profanity, or

inappropriate attire or behavior will be permitted. CCA may require Contractor to permanently remove noncomplying persons from Project Site.

6.11.20. Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to CCA.

6.11.21. In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by CCA prior to entering the adjacent property. The Contractor shall also indemnify CCA as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.12. Working Evenings and Weekends

Contractor may be required to work evenings and/or weekends at no additional cost to CCA. Contractor shall give CCA seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon CCA's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse CCA for any Inspector charges necessitated by the Contractor's evening and/or weekend work.

6.13. Cleaning Up

6.13.1. The Contractor shall provide all services, labor, materials, and equipment necessary for protecting the Work, all Fair occupants, furnishings, equipment, and building structure from damage until its Completion and final acceptance by CCA. Dust barriers shall be provided to isolate dust and dirt from construction operations. At Completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.13.2. Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, CCA may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by CCA as it deems necessary for the

continuing education process. Contractor shall comply with all related provisions of the Specifications.

6.13.3. If the Construction Manager, Architect, or CCA observes the accumulation of trash and debris, CCA will give the Contractor a 24-hour written notice to mitigate the condition.

6.13.4. Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by CCA, CCA will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price, or CCA may withhold those amounts from payment(s) to Contractor.

7. SUBCONTRACTORS

7.1. Contractor shall provide CCA with information for all Subcontracts as required in the Contractor's Submittals and Schedules Section.

7.2. No contractual relationship exists between CCA and any Subcontractor, supplier, or sub-subcontractor by reason of the Contract.

7.3. Contractor agrees to bind every Subcontractor by terms of the Contract as far as those terms are applicable to Subcontractor's work including, without limitation, all provisions and requirements of the Labor Compliance Program ("LCP"), or PLA if an LCP or PLA is in force on this Project. If Contractor shall subcontract any part of the Contract, Contractor shall be as fully responsible to the CCA for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4. CCA's consent to, or approval of, or failure to object to, any Subcontractor under the Contract shall not in any way relieve Contractor of any obligations under the Contract and no such consent shall be deemed to waive any provisions of the Contract.

7.5. Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein all including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6. No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100, et seq, of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, either:

7.6.1. Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

7.6.2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

7.6.3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

7.7. The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.8. Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

7.9. Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8. OTHER CONTRACTS/CONTRACTORS

8.1. CCA reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

8.2. In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

8.3. If any part of Contractor's Work depends for proper execution or results upon work of CCA or any other contractor, Contractor shall inspect and promptly report to CCA in writing before proceeding with its Work any defects in CCA's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to CCA for CCA's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all CCA's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in CCA's or any other contractor's work after execution of Contractor's Work.

8.4. To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to CCA in writing any discrepancy between that executed work and the Contract Documents.

8.5. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of CCA's or any other contracts that have been or may be awarded by CCA in completion of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

8.6. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or operation(s) of the Premises and/or to CCA or any other contractor working on the Project. If simultaneous execution of any contract or Fair operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify CCA of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1. A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

9.2. Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3. Trade Name or Trade Term. It is not the intention of the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5. Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict, Contractor shall promptly notify CCA and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6. In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide CCA with the functionally complete and operable Project described in the Drawings and Specifications. In case of ambiguity, conflict, or lack of information, CCA will furnish clarifications with reasonable promptness.

9.7. Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.8. Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by CCA, are the property of CCA. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to CCA on request at Completion of Work, or may be used by CCA as it may require without any additional costs to CCA. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. CCA hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

10.1. Schedules, Safety Plan and Complete Subcontractor List

10.1.1. Within TEN (10) calendar days after the date of the Notice to Proceed (unless otherwise specified in the Notice to Proceed or in the Special Conditions), Contractor shall prepare and submit to CCA for review, in a form supported by sufficient data to substantiate its accuracy as CCA may require:

10.1.1.1. Schedule of Work. Contractor shall provide a preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by CCA, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task, all contract milestones and each milestone's completion date(s) as may be required by CCA, and the date of Project Completion.

10.1.1.1.1. Proposed Advanced Schedule. CCA is not required to accept an early completion ("advanced") schedule; i.e., one that shows early completion dates for the Contract completion or milestones. Contractor shall not be entitled to extra compensation if CCA allows the Contractor to proceed performing the Contract on an earlier ("advanced") schedule and Contractor completes the Project, for whatever reason, beyond the date shown in that earlier ("advanced") schedule, but within the Time for Completion indicated in the Contract. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

10.1.1.1.2. Float or Slack in the Schedule. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the

exclusive use of or benefit of either CCA or the Contractor, but its use shall be determined solely by CCA.

10.1.1.2. Schedule of Submittals. The Contractor shall provide a preliminary schedule of submittals (AIA Form G703), including Shop Drawings, Product Data, and Samples submittals. Once approved by CCA, this shall become the Submittal Schedule. All submittals shall be forwarded to CCA by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to CCA so as not to delay the Construction Schedule.

10.1.1.3. Schedule of Values. The Contractor shall provide a preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.1.1.3.1. Divided into at least the following categories:

- 10.1.1.3.1.1.** Overhead and profit;
- 10.1.1.3.1.2.** Supervision;
- 10.1.1.3.1.3.** General conditions;
- 10.1.1.3.1.4.** Layout;
- 10.1.1.3.1.5.** Mobilization;
- 10.1.1.3.1.6.** Submittals;
- 10.1.1.3.1.7.** Bonds and insurance;
- 10.1.1.3.1.8.** Closeout documentation;
- 10.1.1.3.1.9.** Demolition;
- 10.1.1.3.1.10.** Installation;
- 10.1.1.3.1.11.** Rough-in;
- 10.1.1.3.1.12.** Finishes;
- 10.1.1.3.1.13.** Testing;
- 10.1.1.3.1.14.** Punchlist and acceptance.

10.1.1.3.2. Divided by each of the following areas:

- 10.1.1.3.2.1.** Site work;
- 10.1.1.3.2.2.** By each building;
- 10.1.1.3.2.3.** By each floor.

10.1.1.3.3. The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

- 10.1.1.3.3.1.** Mobilization and layout combined to equal not more than 1%;
- 10.1.1.3.3.2.** Submittals, samples and shop drawings combined to equal not more than 3%;
- 10.1.1.3.3.3.** Bonds and insurance combined to equal not more than 2%.

10.1.1.3.4. Closeout Documentation. Closeout Documentation shall have a value in the preliminary schedule of not less than 5%. The value for Closeout Documentation shall be in addition to and shall not be a part of the Contract retention. Closeout Documentation shall include the following, without limitation:

- 10.1.1.3.4.1.** A full set of final As-Built Drawings, as further defined herein.
- 10.1.1.3.4.2.** All Operations & Maintenance Manuals and information, as further defined herein.
- 10.1.1.3.4.3.** All Warranties, as further defined herein.
- 10.1.1.3.4.4.** Verified report(s) for all scope(s) of work as may be applicable.

10.1.1.3.5. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid by CCA in equal installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.3.6. Contractor shall certify that the preliminary schedule of values as submitted to CCA is accurate and reflects the costs as developed in preparing Contractor's bid. The preliminary schedule of values shall be subject to CCA's review and approval of the form and content thereof. In the event that CCA objects to any portion of the preliminary schedule of values, CCA shall notify the Contractor, in writing, of CCA's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of CCA's written objection(s), Contractor shall submit a revised preliminary schedule of values to CCA for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until CCA has approved the entirety of the preliminary schedule of values.

10.1.1.3.7. Once the preliminary schedule of values is approved by CCA, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior written consent and approval of CCA, which may be granted or withheld in the sole discretion of CCA.

10.1.1.4. Safety Plan. The Contractor shall provide a preliminary Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

10.1.1.4.1. All applicable requirements of California Division of Industrial Safety ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.1.4.2. All provisions regarding Project safety, including all applicable provisions in these General Conditions.

10.1.1.4.3. Contractor's Safety Plan shall be prepared in both English and in the predominate language(s) of the Contractor's and its Subcontractors' employees.

10.1.1.5. Complete Subcontractor List. Contractor shall provide a preliminary Subcontractor List stating the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for the Project.

10.1.2. Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by CCA.

10.1.3. CCA will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by CCA and resubmit the schedules until approved by CCA.

10.1.4. CCA shall have the right at any time to revise the Schedule of Values if, in CCA's sole opinion, the Schedule of Values does not accurately reflect the value of the Work performed.

10.1.5. All submittals and schedules must be approved by CCA before Contractor can rely on them as a basis for payment.

10.2. Monthly Progress Schedule(s)

10.2.1. Contractor shall provide Monthly Progress Schedule(s) to CCA. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed. The Monthly Progress Schedule shall be sent to the CCA and shall be in a format acceptable to CCA and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for CCA approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2. Contractor shall also submit Monthly Progress Schedule(s) with all payment applications.

10.3. Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Contractor is also required to ensure proper labeling on substances brought onto the Project Site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to CCA.

10.4. Logistic Plan

If requested, Contractor shall provide a staging and logistics plan identifying laydown areas, loading and unloading areas, crane locations, fence locations, temporary utility connections, trailer locations, and emergency evacuation meeting area. This Logistics Plan must be approved by the CCA prior to the Contractor mobilizing on the Site.

11. SITE ACCESS, CONDITIONS AND REQUIREMENTS

11.1. Site Investigation

Before bidding on the Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in the Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

11.2. Soils Investigation Report

11.2.1. When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of the Contract. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of the Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it made visual examination of Site and made whatever tests Contractor deems appropriate to determine underground condition of soil.

11.2.2. Contractor agrees that no claim against CCA will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3. Access to Work

CCA and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that CCA's representatives may perform their functions.

11.4. Layout and Field Engineering

11.4.1. All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by CCA and Architect.

Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. CCA shall not be liable for any claim for allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site.

11.4.3. Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of CCA. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of CCA and with CCA's approval.

11.5. Utilities

Utilities shall be provided as indicated in the Specifications.

11.6. Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7. Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8. Regional Notification Center

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by CCA, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given CCA the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract time.

11.9. Existing Utility Lines

11.9.1. Pursuant to Government Code section 4215, CCA assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under the Contract with

respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of CCA or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2. Locations of existing utilities provided by CCA shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. CCA shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3. No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require CCA to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site.

11.9.4. If Contractor, while performing Work, discovers utility facilities not identified by CCA in Contract Plans and Specifications, Contractor shall immediately, but in no case longer than two (2) Working Days, notify the CCA and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to CCA shall be borne by the Contractor.

11.10. Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to CCA pursuant to these provisions is to allow CCA to investigate the condition(s) so that CCA shall have the opportunity to decide how CCA desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify CCA in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11. Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12. No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of CCA.

12. TRENCHES

12.1. Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to CCA and/or a registered civil or structural engineer employed by CCA or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2. Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CCA or by the person to whom authority to accept has been delegated by CCA.

12.3. No Tort Liability of CCA

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon CCA or any of its employees.

12.4. No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5. Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1. Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, but in no case longer than two (2) Working Days, and before the following conditions are disturbed, notify CCA, in writing, of any:

12.5.1.1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2. Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3. 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.

12.5.2. CCA shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3. In the event that a dispute arises between CCA 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 that pertain to the resolution of disputes and protests.

13. INSURANCE AND BONDS

13.1. Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be in the amounts and include the provisions set forth herein.

13.1.1. Commercial General Liability and Automobile Liability Insurance

13.1.1.1. Commercial General Liability insurance must include, but is not limited to: losses related to independent contractors, products and equipment; explosion, collapse, and underground hazards; and shall be at least as broad as the current Insurance Service Office (ISO) policy form #CG0001, in the amount of not less than a combined single limit of \$1 million per occurrence..

13.1.1.2. Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by CCA.

13.1.2. Umbrella Liability Insurance

13.1.2.1. Contractor may procure and maintain, during the life of the Contract, an Umbrella Liability Insurance Policy to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required.

13.1.2.2. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Contractor, CCA, The State of California, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance. This coverage shall be provided in a form as broad as the Insurance Services Office (ISO) standard form.

13.1.3. Subcontractor(s)

Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Umbrella Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

13.1.4 Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy from # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving the use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

13.1.5 Workers' Compensation and Employers' Liability Insurance

13.1.5.1. In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.5.2. Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in Work under the Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.6 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance.

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to CCA, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the

repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

13.1.7.1 Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under the Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to CCA complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and CCA has approved these documents.

13.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

13.1.7.2.1 A clause stating:

“This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to CCA, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction in coverage, which shall be sent to the certificate holder in accordance with the policy provisions.”

In lieu of receiving an endorsement with this clause, CCA may, at its sole discretion, accept written notification from Contractor and its insurer to CCA of any amendments, modifications, cancellations or reduction in coverage which shall be sent to the certificate holder in accordance with the policy provisions.

13.1.7.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.1.7.3 All endorsements, certificates and insurance policies shall state that CCA, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

13.1.7.4 Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by the CCA, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

13.1.7.5 All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.7.6 All policies shall be written on an occurrence form.

13.1.7.7 Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with **admitted** insurance companies with an A.M. Best rating of no less than **A: VII**.

13.1.7.8 The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out or relating to the performance of the Work or related activities.

13.1.7.9 Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Agreement.

13.1.8 Insurance Policy Limits

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Combined Single Limit Minimum Requirements	\$1,000,000 per occurrence; \$2,000,000 aggregate
	Product Liability and Completed Operations	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability – Any Auto	Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$2,000,000
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.

13.2 Contract Security - Bonds

13.1.1 Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.1.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

13.1.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with the Contract.

13.1.2 Cost of bonds shall be included in the Bid and Contract Price.

13.1.3 All bonds related to the Project shall be in the forms set forth in the Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14 **WARRANTY/GUARANTEE/INDEMNITY**

14.1 **Warranty/Guarantee**

14.1.1 Contractor shall obtain and preserve for the benefit of CCA, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work against all defects for a period of **ONE (1)** year after the later of the following dates:

14.1.2.1 The date of completion as defined in Public Contract Code section 7107, subdivision (c),

14.1.2.2 The commissioning date for the Project, if any.

14.1.3 At CCA's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of Completion as defined above without expense whatsoever to CCA. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within **TEN (10)** days after being notified in writing, Contractor and Surety hereby acknowledge and agree that CCA is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.4 If, in the opinion of CCA, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to CCA or to prevent interruption of operations of CCA, CCA will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with CCA's request for correction within a reasonable time as determined by CCA, CCA may, notwithstanding the above provision, proceed to make all corrections and/or provide attentions CCA believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in the Contract Documents.

14.1.5 The above provisions do not in any way limit the guarantees 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 to CCA all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by CCA.

14.1.6 Nothing herein shall limit any other rights or remedies available to CCA.

14.2 Indemnity

14.2.1 To the furthest extent permitted by California law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to CCA, keep and hold harmless CCA and its consultants, The State of California, the Architect and its consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities (“Indemnitees”), against all suits, claims, damages, losses, and expenses, including but not limited to attorney’s fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work by Contractor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefore, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

14.2.2 Contractor shall give prompt notice to CCA in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor’s agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of Contractor’s agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

14.2.3 In any and all claims against any of the Indemnitees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor’s indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

14.2.4 The defense and indemnification obligations hereunder shall survive the Completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

15 TIME

15.1 Notice to Proceed

15.1.1 CCA may issue a “Notice to Proceed” as indicated in the Instructions to Bidders.

15.2 Hours of Work

15.2.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the performance of the Work in accordance with the Construction Schedule.

15.2.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of CCA and approval of any required governmental agencies.

15.3 Progress and Completion

15.3.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work.

15.3.2 No Commencement Without Insurance

Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor’s peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to CCA’s claim for damages.

15.4 Schedule

Contractor shall provide to CCA, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the “Notice to Proceed” and the Contractor’s Submittals and Schedules section of these General Conditions.

15.5 Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16 **EXTENSIONS OF TIME – LIQUIDATED DAMAGES**

16.1 Contractor’s Notice of Delay

16.1.1 In addition to the requirements indicated in this subsection, Contractor shall notify CCA pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause.

16.1.2 Contractor shall, within **FIVE (5)** calendar days of any delay impacting the critical path in completing the Work, notify CCA in writing of the causes of the delay including documentation and facts explaining the delay.

16.1.3 In the event Contractor requests an extension of Contract Time for a delay in this notice, that request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work.

16.1.4 Any claim for delay must include the following information as support, without limitation:

16.1.4.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.1.4.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.)

16.1.4.3 A recovery schedule must be submitted.

16.1.5 CCA shall review the facts and extent of any noticed delay and may grant Contract Time extension(s) of time for completing Work when, in CCA’s judgment, the findings of fact justify an extension.

16.1.6 Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected.

16.1.7 An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.1.8 Following submission of a notice of delay, CCA may determine whether the delay is to be considered:

16.1.8.1 Excusable and Compensable, Excusable, or Unexcused;

16.1.8.2 How long the delay continues; and

16.1.8.3 To what extent the prosecution and Completion of the Work might be delayed thereby.

16.1.9. Contractor's failure to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of its right to assert a claim for a delay.

16.2 Excusable and Compensable Delay(s)

16.2.1 Contractor is **not** entitled to additional compensation for any delay, even a delay caused by Adverse Weather or an Excusable Delay, unless **all** of the following conditions are met:

16.2.1.1 CCA is responsible for the delay;

16.2.1.2 The delay is unreasonable under the circumstances involved and impacts the critical path of the Work and extends the most current Contract Completion date;

16.2.1.3 The delay was not within the contemplation of CCA and Contractor; and

16.2.1.4 Contractor complies with the claims procedure of the Contract Documents.

16.2.1.5 The delay could **not** have been avoided or mitigated by the Contractor's care, prudence, foresight, and diligence.

16.2.1.6 The delay extends the most current Contract Completion date, and is not concurrent with a Contractor caused delay or other type of Excusable Delay.

16.3 Excusable and Non-Compensable Delay(s)

16.3.1 An "Excusable Delay" shall mean an interruption of the Work beyond the reasonable control of Contractor and that:

16.3.1.1 Could have not been avoided by Contractor's exercising care, prudence, foresight, and diligence, and

16.3.1.2 Actually extended the most current Project Completion date.

16.3.2 Contractor may be entitled to an extension of the Project Completion date if there is an Excusable Delay, but the Contractor shall not be entitled to additional compensation for an Excusable Delay.

16.3.3 Excusable Delays are limited to interruptions that satisfy the above requirements and that are acts of God; acts of a public enemy; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; fuel shortages; freight embargoes; and Adverse Weather that satisfies the requirements herein.

16.3.4 Contractor is aware that governmental agencies and utilities, including, without limitation, the Division of the State Architect, CALFIRE-Office of State Fire Marshall, CCA, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Contractor is not entitled to make a claim for damages or delays or an Excusable Delay arising from the review of Contractor's drawings or other approvals from the Division of the State Architect, CALFIRE- Office of State Fire Marshall, CCA, gas companies, electrical utility companies, water districts, and other agencies.

16.3.5 Computation of Time / Adverse Weather

16.3.5.1 Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor and only if all of the following conditions are met – thereby making the resulting delay an Excusable Delay.

16.3.5.1.1 The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions, Section 00710;

16.3.5.1.2 Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

16.3.5.1.3 Contractor's crew is dismissed as a result of the Adverse Weather; and

16.3.5.1.4 The number of days of delay for the month exceed those indicated in the Special Conditions.

16.3.5.2 A day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

16.3.5.3 Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to CCA.

16.3.5.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

16.4 Unexcused Delay(s) – Liquidated Damages

16.4.1 Contractor and CCA hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that CCA will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed Contractor shall forfeit to CCA as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in Completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.4.2 Contractor shall not forfeit liquidated damages for an Excusable Delay or an Excusable and Compensable Delay.

17 CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without a written Change Order or Construction Directive as herein provided. CCA shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless CCA's governing board has authorized the same and the cost thereof has been approved by a written Change Order or Construction Directive.

17.1.2 Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and CCA and be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by a written Change Order or Construction Directive, Contractor waives any claim of additional compensation or time for that additional work.

17.1.3 The Surety, in executing and providing the Performance Bond and the Payment Bond, shall be deemed to have expressly agreed to any change to the Contract and to any extension of time made by reason thereof.

17.1.4 No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in a written Change Order or Construction Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.5 Contractor shall perform immediately all work that has been authorized by a written Change Order or Construction Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.6 Contractor understands, acknowledges, and agrees that the reason for CCA authorization is so that CCA may have an opportunity to analyze the Work and decide whether CCA agrees with the terms of a Proposed Change Order or whether CCA alters the Project so that a change in Work becomes unnecessary.

17.1.7 No payments will be made, nor will CCA accept any Proposed Change Orders until the Contractor has complied with all the requirements of the Escrow of Bid Documentation document.

17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Directive, or by Architect's response(s) to RFI(s).

17.3 Change Orders

17.3.1 A Change Order is a written instrument using CCA's Change Order form, prepared and issued by CCA, the Construction Manager and/or the Architect and signed by CCA (as authorized by CCA's governing board), the Contractor, the Architect, and approved by the Project Inspector (if necessary), stating their agreement regarding all of the following:

- 17.3.1.1** A description of a change in the Work;
- 17.3.1.2** The amount of the adjustment in the Contract Price, if any; and
- 17.3.1.3** The extent of the adjustment in the Contract Time, if any.

17.3.2 If the CCA approves of a Change, the CCA or the Architect shall provide a written Change Order to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of that Change. All Change Orders shall be full payment and final settlement of all rights for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any demand or request for an adjustment to the Contract Time or the Contract Price relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing. After the Change Order has been prepared and forwarded to the Contractor for execution, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof.

17.4 Construction Directives/Unilateral Change Orders

17.4.1 A Construction Directive is a written order prepared and issued by CCA, the Construction Manager, and/or the Architect, on CCA's Construction Directive form, directing a change in the Work. CCA may as provided by law, by Construction Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. Any dispute as to the sum of the Construction Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.4.2 CCA may issue a Construction Directive in the absence of agreement on the terms of a Proposed Change Order and/or to direct Work on a force account basis, and may establish a not-to-exceed budget.

17.4.3 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of CCA and compensation will be determined as set forth herein.

17.4.4 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Construction Directives. However, CCA will only pay for actual costs verified in the field by CCA or its authorized representative(s).

17.4.5 Contractor shall be responsible for all cost related to the administration of a Construction Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer a Construction Directive.

17.4.6 If CCA has established a not-to-exceed budget for a Construction Directive, the Contractor shall notify CCA when it has consumed eighty percent (80%) of that budget, and shall not exceed that budget unless specifically authorized in writing by CCA. Contractor will not be compensated for work in the event that Contractor fails to timely notify CCA regarding the commencement of work after exceeding the force account budget.

17.4.7 If CCA has established a not-to-exceed budget for a Construction Directive, Contractor shall diligently proceed with the work, and on a daily basis, submit a daily report on a form supplied by CCA no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the Construction Directive work only. The names of the individuals performing this work shall be included on these daily reports. The type and model of equipment shall be identified and listed. CCA will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to Contractor for its records. CCA will not sign, nor will Contractor receive compensation for work CCA cannot verify. Contractor will provide a weekly Construction Directive work summary indicating the status of each Construction Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.4.8 In the event Contractor and CCA reach a written agreement on a set cost for the work while the work is proceeding based on a Construction Directive, the Contractor's signed daily reports shall be discontinued and all previously signed reports shall be invalid.

17.4.9 All Construction Directives shall be finalized as a Change Order.

17.4.10 The CCA may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.5 Force Account Directives

17.5.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the CCA and compensation will be determined as set forth herein.

17.5.2 CCA will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by CCA.

17.5.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, CCA will only pay for actual costs verified in the field by the CCA or its authorized representative(s) on a daily basis.

17.5.4 Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.

17.5.5 Contractor shall notify CCA or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the CCA when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the CCA. Contractor will not be compensated for force account work in the event that Contractor fails to timely notify the CCA regarding the commencement of force account work, or exceeding the force account budget.

17.5.6 Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the CCA no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. CCA will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to Contractor for its records. CCA will not sign, nor will Contractor receive compensation for work CCA cannot verify. Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.5.7 In the event Contractor and CCA reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.6 Price Request

17.6.1 Definition of Price Request. A Price Request ("PR") is a written request prepared by CCA, the Construction Manager and/or the Architect, using CCA's Price Request form, requesting the Contractor to submit an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

17.6.2 Scope of Price Request. A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.7 Proposed Change Order

17.7.1 Proposed Change Order. The Contractor may issue a Proposed Change Order ("PCO"), only as a written request prepared by it to the CCA and the Architect, requesting that CCA issue a Change Order based upon a proposed change to the Work. Every PCO approved by CCA shall become a Change Order that is prepared by CCA using CCA's Change Order form.

17.7.2 Changes in Contract Price. A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Price.

17.7.3 Changes in Time. A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay.

17.7.4 Unknown and/or Unforeseen Conditions. If Contractor submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to CCA's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, CCA shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

17.7.5 Time to Submit PCO. Contractor shall submit its PCO within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the CCA.

17.8 Content for Proposed Change Order

17.8.1 The following “Format For Proposed Change For Subcontractor Performed Work” and “Format For Proposed Change For Contractor Performed Work” shall be used as applicable by the CCA and the Contractor (e.g. Change Orders, PCO’s) to communicate proposed additions and deductions to the Contract, supported by attached documentation

**FORMAT FOR PROPOSED CHANGE FOR SUBCONTRACTOR
PERFORMED WORK**

	<u>SUBCONTRACTOR PERFORMED WORK</u>	<u>ADD</u>	<u>DEDUCT</u>
(A)	<u>Labor Charge</u> 1. Hours. Attach total itemized hours. 2. Rate. This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations (“DIR”) for the applicable labor category.		
(B)	<u>Labor Burden & Worker’s Compensation Charge</u> 1. This shall be no more than twenty percent (20%) of item (A) , the Labor Charge. 2. This shall be the total cumulative charge permitted for all Subcontractors or all labor performed by the Subcontractor or Subcontractor’s Subcontractor(s) (i.e., all “lower-tier” Subcontractor(s)).		
(C)	<u>Subtotal (A+B)</u>		
(D)	<u>Material Charge</u> Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).		
(E)	<u>Equipment Charge</u> Attach invoice(s) from supplier(s).		
(F)	<u>Subtotal (C+D+E)</u>		
(G)	<u>Subcontractor’s Overhead and Profit Charge</u> 1. This shall be no more than five percent (5%) of item (F) . 2. This shall be the total cumulative mark-up permitted for the Subcontractor and Subcontractor’s Subcontractor(s) (i.e., all “lower-tier” Subcontractor(s)).		
(H)	<u>Subtotal (F+G)</u>		
(I)	<u>Contractor’s Overhead, Profit, Bond and Insurance</u> 1. This shall be no more than six percent (6%) of Item (H) . 2. This shall be the total mark-up permitted for Contractor.		
(J)	<u>Subtotal (H+I)</u>		

(K)	<u>Time</u>		<u>Days</u>
(L)	<u>Contractor's Home Office Overhead</u> This shall be no more than \$200 times the number of days of Item (K) (i.e., not to exceed \$200/day)		
(M)	<u>TOTAL (J+L)</u>		

**FORMAT FOR PROPOSED CHANGE FOR CONTRACTOR PERFORMED
WORK**

	<u>CONTRACTOR PERFORMED WORK</u>	<u>ADD</u>	<u>DEDUCT</u>
(A)	<u>Labor Charge</u> 1. Hours. Attach total itemized hours. 2. Rate. This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations (“DIR”) for the applicable labor category.		
(B)	<u>Labor Burden & Worker’s Compensation Charge</u> 1. This shall be no more than twenty percent (20%) of item (A), the Labor Charge. 2. This shall be the total cumulative charge permitted for all labor performed by Contractor.		
(C)	<u>Subtotal (A+B)</u>		
(D)	<u>Material Charge</u> Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).		
(E)	<u>Equipment Charge</u> Attach invoice(s) from supplier(s).		
(F)	<u>Subtotal (C+D+E)</u>		
(G)	<u>Contractor’s Overhead, Profit, Bond and Insurance</u> 1. This shall be no more than six percent (6%) of Item (F). 2. This shall be the total mark-up permitted for Contractor.		
(H)	<u>Subtotal (F+G)</u>		
(I)	<u>Time</u>	_____ Days	
(J)	<u>Contractor’s Home Office Overhead</u> This shall be no more than \$200 times the number of days of Item (I) (i.e., not to exceed \$200/day)		
(M)	<u>TOTAL (H+J)</u>		

17.8.2 All proposed cost requests by Contractor for a change shall include a complete itemized breakdown with the following detail:

17.8.2.1 Labor. Labor breakdown by trade classification, wage rates, and estimated hours. Labor costs shall only include fringe benefits indicated by governing trade organizations. Wages shall not exceed current prevailing wages in the locality for performance of the changes.

17.8.2.1.1 The Contractor's or Subcontractors' labor burden and Workers' Compensation premium shall only be charged as indicated herein. In no event shall Contractor include any other charges than as indicated herein without the prior written approval of the CCA.

17.8.3 Material. Material quantities, and types of products, and transportation costs, if applicable.

17.8.3.1 Equipment. Equipment breakdown by make, type, size, rental rates, equipment hours and transportation costs, if applicable.

17.8.3.1.1.1 The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates or Caltrans rates, whichever is less. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used.

17.8.3.1.1.2 The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.

17.8.3.1.1.3 Individual pieces of equipment having a replacement value of one thousand dollars (\$1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.

17.8.3.1.1.4 Payment to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the Contractor incidental to the use of the equipment.

17.8.3.1.1.5 Should Contractor, or any of its owners, officers, directors or agents, hold any ownership interest in any company, organization, association or corporation from whom rental equipment is secured. Contractor shall immediately notify CCA of such and the price set for any such rental shall be agreed upon in advance by the Contractor and CCA.

17.8.3.1.2 **Overhead and Profit.** Markup for overhead and profit, which shall be used to compensate Contractor for all costs for all administration, general conditions, and supervision, including, without limitation:

17.8.3.1.2.1 Field and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftsmen, schedulers, consultants, watchmen, payroll clerks, administrative assistants, labor compliance costs and secretaries.

17.8.3.1.2.2 All field and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service and long distance telephone calls, fax machines, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under \$1000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to regulatory requirements including compliance to safety regulations, safety programs and meetings, cartage, warranties, As-Built Drawings, as well as any related maintenance costs.

17.8.3.1.2.3 Administrative functions such as, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, expediting, engineering, drawing, detailing, revising shop drawings, carting, cleaning, protecting the work, and other incidental Work related to the change.

17.8.3.1.2.4 All other costs and taxes required to be paid, but not included under direct costs as defined above.

17.8.3.1.2.5 All costs for Contractor's bonds and insurance.

17.8.3.1.2.6 Taxes: Federal excise tax shall not be included. CCA will issue an exemption on request.

17.8.3.1.3 Justification for any adjustment in Contract Time including a schedule analysis identifying critical schedule activities delayed by the request.

17.9 Change Order Certification

17.9.1 All PCOs and Change Orders shall include the following certification by the Contractor. The Parties acknowledged that if a PCO is approved that does not include this language, the resulting Change Order shall be deemed to include this certification language:

The Contractor approves the foregoing as to the changes, if any, and the price specified for each item and the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete all additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of CCA. It is expressly understood that the value of the extra Work or changes includes all of the Contractor's costs, expenses, overhead, and profit, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.10 Determination of Change Order Cost

17.10.1 The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at CCA's discretion:

17.10.1.1 CCA acceptance of a PCO;

17.10.1.2 By unit prices contained in Contractor's original bid;

17.10.1.3 By agreement between CCA and Contractor.

17.11 Deductive Change Orders

If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total overhead and profit to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) overhead and profit to be deducted with the amount of its deducted work, for a total minimum of ten percent (10%) total overhead and profit to be deducted. Any deviation from this provision shall not be allowed.

17.12 Discounts, Rebates and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.13 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Directives, Contractor shall keep and maintain cost-accounting records satisfactory to CCA, which shall be available to CCA on the same terms as any other books and records Contractor is required to maintain pursuant to the Contract Documents.

17.14 Notice Required

If Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for Completion, it shall notify CCA pursuant to the provisions herein. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.15 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.16 Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.17 Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

18 REQUEST FOR INFORMATION

18.1 Any Request for Information (“RFI”), shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. Contractor shall make suggestions and interpretations of the issue raised by each RFI. An RFI cannot modify the Contract Price, Contract Time, or the Contract Documents.

18.2 Contractor shall be liable to CCA for all costs incurred by CCA associated with the processing, reviewing, evaluating and responding to any RFI, including without limitation, fees of the Architect and any other design consultant to the Architect or CCA, that CCA reasonably determines:

18.2.1 Does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or

18.2.2 Does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract; or

18.2.3 Requests an interpretation or decision of a matter where the information sought is equally available to the Contractor; or

18.2.4 Is not justified for any other reason.

18.3 Prior to submitting the RFI, Contractor shall diligently review the Contract Documents for information responsive to the RFI, including information incorporated by reference. Contractor should not issue an RFI regarding information contained in or inferable from the Contract Documents, including information incorporated by reference. An RFI is invalid if the RFI response is contained in or inferable from the Contract Documents.

18.4 Contractor shall be responsible for preparing and submitting each RFI so as to not cause delay to the progress of the Work nor to cause any impact to the Contractor's labor productivity. An RFI may be considered untimely if not submitted within **Forty Eight (48) hours** of receipt from a Contractor's subcontractor. Untimely submission of any RFI will preclude Contractor from asserting any claims for delay or for labor impact against the CCA.

19 **PAYMENTS**

19.1 Contract Price

19.1.1 The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by CCA to the Contractor for performance of the Work pursuant to the Contract Documents.

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

19.2.1.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to CCA and the Architect an itemized Application for Payment (AIA Form G702) for Work completed in accordance with the Schedule of Values. The Application for Payment shall be notarized, if required, and supported by the following or each portion thereof unless waived by CCA in writing:

19.2.1.1.1.1 The amount paid to the date of the Application for Payment to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.1.2 The amount being requested by the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.1.3 The balance that will be due to each of such entities after payment is made;

19.2.1.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5 An Itemized breakdown of Work performed;

19.2.1.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7 The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.1.8 A total of the retentions held;

19.2.1.1.1.9 The material invoices, evidence of equipment purchases, rentals, and other support and details of cost as CCA may require from time to time;

19.2.1.1.1.10 The percentage of completion of the Contractor's Work by line item;

19.2.1.1.1.11 The Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from each subcontractor of any tier and supplier that was paid from the previous progress payment; and

19.2.1.1.1.14 A certification by the Contractor of the following:

19.2.1.1.1.15 ***The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which CCA has been informed.*** If requested by the CCA, a third party, or as required by the California Department of Industrial Relations all requested or required

certified payroll record (“CPR(s)”) for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment.

19.2.1.1.1.16 Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

19.2.2 Prerequisites for Progress Payments

19.2.2.1 First Payment Request: The following items, if applicable, must be completed before CCA will accept and/or process Contractor's first payment request:

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

19.2.2.1.3 Installation of temporary facilities and fencing;

19.2.2.1.4 Schedule of Values;

19.2.2.1.5 Contractor’s Construction Schedule;

19.2.2.1.6 Schedule of unit prices, if applicable;

19.2.2.1.7 Submittal Schedule;

19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application;

19.2.2.1.9 Copies of necessary permits;

19.2.2.1.10 Copies of authorizations and licenses from governing authorities;

19.2.2.1.11 Initial progress report;

19.2.2.1.12 Surveyor qualifications;

19.2.2.1.13 Written acceptance of CCA's survey of rough grading, if applicable;

19.2.2.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15 All bonds and insurance endorsements; and

19.2.2.1.16 Resumes of Contractor’s project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.2 Second Payment Request: CCA will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.2.3 No Waiver of Criteria: Any payment made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by CCA. Instead, such payment shall be construed as a good faith effort by CCA to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a material breach of the Contract by Contractor and may subject Contractor to termination.

19.3 Progress Payments

19.3.1 CCA's Approval of Application for Payment

19.3.1.1 Upon receipt of an Application for Payment, CCA shall act in accordance with the following:

19.3.1.1.1 Each Application for Payment shall be reviewed by CCA as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to CCA to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which CCA exceeds this seven-day return requirement.

19.3.1.1.3 An Application for Payment shall be considered payable if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of CCA.

19.3.1.2 CCA's review of the Contractor's Application for Payment will be based on CCA's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of CCA's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to Completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.

19.3.1.3 CCA's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2 Payments to Contractor

19.3.2.1 Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in Contractor's estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from CCA's right to enforce each and every provision of this Contract, and CCA shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2 CCA shall withhold five percent (5%) retention from all Progress Payments.

19.3.2.3 CCA may withhold ten percent (10%) retention from all Progress Payments pursuant to Public Contract Code section 7201, if the Project is determined to be "substantially complex."

19.3.2.4 The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by CCA concerning the Work, or any portion thereof, remains incomplete.

19.3.3 No Waiver

19.3.3.1 No payment by CCA hereunder shall be interpreted so as to imply that CCA has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, CCA may enforce each and every provision of this Contract. CCA may correct or require correction of any error subsequent to any payment.

19.3.4 Warranty of Title

19.3.4.1 If a lien or a claim based on a stop notice or stop payment notice of any nature should at any time be filed against the Work or any CCA property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by CCA and at Contractor's and Surety's own expense,

take any and all action necessary to cause any such lien or a claim based on a stop notice or stop payment notice to be released or discharged immediately therefrom.

19.3.4.2 If the Contractor fails to furnish to CCA within ten (10) calendar days after demand by CCA, satisfactory evidence that a lien or a claim based on a stop notice or stop payment notice has been so released, discharged, or secured, CCA may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by CCA from any sum payable to Contractor pursuant to the Contract.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

CCA may withhold payment in whole, or in part, to the extent reasonably necessary to protect CCA if, in CCA's opinion, the representations to CCA required herein cannot be made. CCA may withhold payment, in whole, or in part, to such extent as may be necessary to protect CCA from loss because of, but not limited to:

19.4.1.1 Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor;

19.4.1.2 Stop notices, stop payment notices or other liens served upon CCA as a result of the Contract;

19.4.1.3 Liquidated damages assessed against the Contractor;

19.4.1.4 The cost to complete the Work if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the Completion Date;

19.4.1.5 Damage to CCA or other contractor(s);

19.4.1.6 Unsatisfactory performance of the Work by Contractor;

19.4.1.7 Failure to store and properly secure materials;

19.4.1.8 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports;

19.4.1.9 Failure of the Contractor to maintain As-Built Drawings;

19.4.1.10 Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;

19.4.1.11 Unauthorized deviations from the Contract Documents;

19.4.1.12 Failure of the Contractor to perform the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;

19.4.1.13 If requested by CCA, or the failure to provide to the DIR, certified payroll records acceptable to CCA and/or the DIR for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment;

19.4.1.14 Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq. and/or failure to comply with any other Labor Code requirements,

19.4.1.15 Failure to properly maintain or clean up the Site;

19.4.1.16 Failure to timely indemnify, defend or hold harmless CCA;

19.4.1.17 Any payments due to CCA, including but not limited to payments for failed tests, utilities changes, or permits;

19.4.1.18 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;

19.4.1.19 Failure to pay any royalty, license or similar fees;

19.4.1.20 Failure of the Contractor to submit on a timely basis all Closeout Documentation in a manner and form that is proper, sufficient, and reasonably acceptable to CCA, and to not cause a delay in the Completion or approval of the Project; or

19.4.1.21 Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines imposed therefore against Contractor or CCA.

19.4.1.22 Payment is delayed due to an audit inquiry by the State, or any entity with jurisdiction related to the Project;

19.4.1.23 Contractor is otherwise in breach, default, or in substantial violation of any provision of the Contract.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 CCA may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, CCA shall make such payments on behalf of Contractor. If any payment is so made by CCA, then that amount shall be considered a payment made pursuant to the Contract and CCA shall not be liable to Contractor for any payment made in good faith. These payments may be made without

prior judicial determination of claim or obligation. CCA will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2 If Contractor defaults or neglects to perform the Work in accordance with the Contract Documents or fails to perform any provision thereof, CCA may, after **FORTY-EIGHT (48)** hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. CCA shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If CCA deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Contractor cures the grounds for declining approval, payment shall be made for amounts so withheld. No interest shall be paid on any retention or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors. No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of CCA for Subcontractor Payment. CCA shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks. CCA shall have the right in its sole discretion, if necessary for the protection of CCA, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between CCA and a Subcontractor of any tier, any obligation from CCA to such Subcontractor, or rights in such Subcontractor against CCA.

20 COMPLETION OF THE WORK

20.1 Completion

20.1.1 The Project may only be accepted by action of the governing board of CCA.

20.1.2 CCA shall accept the Project and may have a Notice of Completion recorded when Project Completion has been achieved in accordance with the Contract Documents and to the satisfaction of CCA. For purposes of the payment of Retention, Completion is defined in Public Contract Code section 7107. For purposes of the timely filing of Stop Payment Notices, Completion is defined in California Civil Code section 9200, et seq.

20.1.3 Although there is no “substantial completion” for this Project, CCA, at its sole option, may accept the Project and record a Notice of Completion when Project Completion has been completed to the satisfaction of CCA, except for minor corrective items, as distinguished by the incomplete items. If Contractor fails to complete all minor corrective items within thirty-five (35) days after the date of CCA’s acceptance of the Project, CCA shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by CCA, until the item(s) are completed.

20.1.4 At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, CCA may elect to proceed as provided herein related to adjustments to Contract Price, and/or CCA’s right to perform the Work of the Contractor.

20.2 Closeout Procedures

20.2.1 Punch List

Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected (“Punch List”). Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Closeout Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 As-Built Drawings

20.2.2.2.1 In addition to its requirement to provide monthly As-Built Drawings to CCA, the Contractor shall provide a final set of As-Built Drawings, sometimes referred to as “Record Drawings,” showing all of the Work as actually constructed upon Completion of the Project as indicated in the Specifications.

20.2.2.2.2 Contractor is liable and responsible for any and all inaccuracies in the As-Built Drawings, even if inaccuracies become evident at a future date.

20.2.2.2.3 Upon Completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Inspector's approval of the final set of As-Built Drawings.

20.2.2.3 Operations & Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.2.4 Closeout Documentation: Contractor shall provide all Closeout Documentation, which shall include the following, without limitation:

20.2.2.4.1 A full set of final As-Build Drawings, as further defined herein.

20.2.2.4.2 All Operations & Maintenance Manuals and information, as further defined herein.

20.2.2.4.3 All Warranties, as further defined herein.

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and the CCA a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify CCA and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and CCA its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

20.3.3.1.2 All life safety items are completed and in working order.

20.3.3.1.3 Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Painting and special finishes complete.

20.3.3.1.6 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.7 Tops and bottoms of doors sealed.

20.3.3.1.8 Floors waxed and polished as specified.

20.3.3.1.9 Broken glass replaced and glass cleaned.

20.3.3.1.10 Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

20.3.3.1.11 Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.

20.3.3.1.12 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of CCA to make a final inspection shall be considered an additional service of CCA, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 CCA's Rights to Occupancy. CCA may occupy or use any completed or partially completed portion of the Work at any stage. Neither CCA's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by CCA shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. CCA and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, CCA shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use. Immediately prior to partial occupancy or use, CCA, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver. Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

21 **FINAL PAYMENT AND RETENTION**

21.1 **Final Payment**

21.1.1 Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment or similar document indicating Architect's agreement that the Project has reached Completion. CCA shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work has not reached Completion to the satisfaction of CCA.

21.1.2 Upon acceptance of the Work of the Contractor as having reached Completion to the satisfaction of CCA (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), CCA may record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from CCA, pay all the amount(s) due to its Subcontractors.

21.2 **Prerequisites for Final Payment**

21.3

The following conditions must be fulfilled prior to Final Payment:

21.3.1 A full and final waiver or release of all stop notices and stop payment notices in connection with the Work shall be submitted by Contractor, including a release of stop notice or stop payment notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all stop notice or stop payment notice rights.

21.3.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136 from each subcontractor of any tier and supplier to be paid from the current progress payment;

21.3.3 A duly completed and executed unconditional waiver and release upon final payment compliant with Civil Code section 8138 from each subcontractor of any tier and supplier that was paid from the previous progress payment; and

21.3.4 Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of CCA required under the Contract Documents.

21.3.5 Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.3.6 Contractor must have completed all requirements set forth under “Closeout Procedures,” including, without limitation, submission of an approved set of complete Record Drawings.

21.3.7 Architect shall have issued its written approval that final payment can be made.

21.3.8 Contractor shall have delivered to CCA all manuals and materials required by the Contract Documents.

21.3.9 Contractor shall have completed final clean up as provided herein.

21.4 Retention

21.4.1 The retention, less any amounts disputed by CCA or that CCA has the right to withhold pursuant to provisions herein, shall be paid:

21.4.1.1 After approval of CCA by the Architect’s Certificate of Payment;

21.4.1.2 After the satisfaction of the conditions set forth herein;

21.4.1.3 Within sixty (60) days after Completion;

21.4.1.4 No earlier than thirty-five (35) days of the recording of the Notice of Completion by the CCA, if a Notice of Completion is recorded by CCA.

21.4.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between CCA and the Contractor pursuant to Public Contract Code section 22300.

Substantially Complex. CCA may withhold ten percent (10%) retention from all Progress Payments pursuant to Public Contract Code section 7201, if the Project is determined to be “substantially complex.”

21.5 Substitution of Securities

CCA will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22 UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by CCA, the Project Inspector, or the

Architect, be uncovered for the Project Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Price or Contract Time.

23 **NONCONFORMING WORK AND CORRECTION OF WORK**

23.1 **Nonconforming Work**

23.1.1 Contractor shall promptly remove from Premises all Work identified by CCA as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to CCA and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to CCA or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that CCA has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, CCA may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, CCA may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by CCA and/or CCA may withhold those amounts from payment(s) to Contractor.

23.2 **Correction of Work**

23.2.1 Correction of Rejected Work. Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by CCA, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections. If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from CCA to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. CCA shall give such notice promptly after discovery of the condition.

23.3 **CCA's Right to Perform Work**

23.3.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, CCA, after **FORTY-EIGHT (48)** hours written notice to the

Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2 If it is found at any time, before or after Completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, CCA may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to CCA;

23.3.2.2 That CCA deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That CCA exercise any other remedy it may have at law or under the Contract Documents, including but not limited to CCA hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case CCA shall either issue a deductive Change Order, a Construction Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or CCA may withhold those amounts from payment(s) to Contractor.

24 **TERMINATION AND SUSPENSION**

24.1 CCA's Right to Terminate Contractor for Cause

24.1.1 Grounds for Termination CCA, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon the following:

24.1.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.1.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.1.1.3 Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.1.1.4 Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or

24.1.1.5 Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

24.1.1.6 Contractor persistently or repeatedly refuses fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.1.1.7 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.1.1.8 Contractor persistently disregards laws, or ordinances, or instructions of CCA; or

24.1.1.9 Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.1.1.10 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

24.1.2 Notification of Termination

24.1.2.1 Upon the occurrence at CCA's sole determination of any of the above conditions, CCA may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of CCA's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to CCA for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.1.2.2 Upon termination, CCA may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.1.2.2.1 Within three (3) days after service upon it of the notice of tender, gives CCA written notice of Surety's intention to take over and perform this Contract; and

24.1.2.2.2 Commences performance of the Contract within three (3) days from date of serving of its notice to CCA.

24.1.2.3 If Surety fails to notify CCA or begin performance as indicated herein, CCA may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to CCA for any excess cost or other damages CCA incurs thereby. Time is of the essence in the Contract. If CCA takes over the Work as herein provided, CCA may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.1.3 Effect of Termination

24.1.3.1 Contractor shall, only if ordered to do so by CCA, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. CCA retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. Contractor and its Surety shall be liable upon the performance bond for all damages caused CCA by reason of the Contractor's failure to complete the Contract.

24.1.3.2 In the event that CCA shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, CCA shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by CCA or for any changes CCA may make in the Work or for the money expended by CCA in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.1.3.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.1.3.4 If the expense to CCA to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to CCA within twenty-one (21) days of CCA's request.

24.1.3.5 CCA shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by CCA, no Subcontractor shall have any claim against CCA or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. CCA or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should CCA so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as CCA may require, for the purpose of fully vesting in CCA the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by CCA for expenses and damages suffered by CCA as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.1.3.6 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to CCA.

24.2 Emergency Termination of Public Contracts Act of 1949

24.2.1 The Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.2.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.2.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.2.2 Compensation to the Contractor shall be determined at the sole discretion of CCA on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at CCA's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted Schedule of Values, that price shall control. CCA, in its sole discretion, may adopt the Contract Price as the reasonable value of the Work performed or any portion thereof.

24.3 Termination of Contractor for Convenience

24.3.1 CCA in its sole discretion may terminate the Contract upon three (3) days written notice to the Contractor. Under a termination for convenience, CCA retains the right to all the options available to CCA if there is a termination for cause. In case of a termination for convenience, Contractor shall have no claims against CCA except:

24.3.1.1 The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and

24.3.1.2 Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

24.4 Suspension of Work.

24.4.1 CCA may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as CCA may determine. When CCA resumes the Project, the parties will attempt to negotiate an adjustment in the Contract Price for increases or decreases in the cost of performance of the Project caused by suspense, delay or interruption. If the parties cannot agree on an adjusted Contract Price, CCA may terminate the Contract as permitted herein.

24.4.2 In the event that CCA exercises this option, CCA shall pay for any and all Work and materials completed or delivered onto the Site for which value is received, and the value of any and all Work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of six percent (6%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of CCA.

24.5 Scope of Reduction

In cases of suspension, partial or complete termination, or at the discretion of CCA, CCA reserves the right to unilaterally approve a deductive Change Order to reduce scope of work or perform that work with other forces.

25 CLAIMS RESOLUTION

25.1 Exclusive Remedy

25.1.1 THE CCA HEREBY EXERCISES THE POWER CONFERRED UPON IT BY GOVERNMENT CODE SECTIONS 930.2 AND 930.4 TO AUGMENT CLAIMS PRESENTATION PROCEDURES AND CREATE ITS OWN CLAIMS RESOLUTION PROCESS AS AN EXCLUSIVE REMEDY AS INDICATED IN THIS CLAIMS RESOLUTION SECTION.

25.1.2 COMPLIANCE WITH THE CLAIM RESOLUTION PROCESS AND TIMELINES DESCRIBED IN THIS CLAIMS RESOLUTION SECTION AS WELL AS THE NOTICE PROVISIONS OF THE CONTRACT ARE EXPRESS CONDITIONS PRECEDENT TO CONTRACTOR'S RIGHT TO COMMENCE LITIGATION, FILE A CLAIM UNDER THE CALIFORNIA GOVERNMENT CODE, OR COMMENCE ANY OTHER LEGAL ACTION RELATED TO THE PROJECT.

25.1.3 CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE, FOR ANY REASON, TO PROVIDE WRITTEN NOTICE AND ALL REQUIRED SUPPORTING DOCUMENTATION TO PERMIT THE CCA'S REVIEW AND EVALUATION WITHIN THE TIME FRAME REQUIRED BY THE PROVISIONS IN THIS CLAIMS RESOLUTION SECTION, SHALL BE DEEMED CONTRACTOR'S WAIVER, RELEASE, DISCHARGE AND RELINQUISHMENT OF ANY RIGHT TO ASSERT,

REQUEST, OR DEMAND ANY ENTITLEMENT TO AN ADJUSTMENT OF THE CONTRACT TIME OR THE CONTRACT PRICE ON ACCOUNT OF ANY INSTRUCTION, REQUEST, DRAWINGS, SPECIFICATIONS, ACTION, CONDITION, OMISSION, DEFAULT OR OTHER SITUATION.

25.2 Performance during Claim Resolution Process.

The Contractor shall diligently proceed with Work on the Project at the same time that Claims are addressed under this Article. It is the intent of CCA to resolve Claims with Contractor as close to the events giving rise to the Disputes as possible, and to avoid stale or late Claims and the late documenting of Claims. Contractor's failure to diligently proceed in accordance with CCA's instructions will be considered a material breach of this Agreement.

25.3 Waiver.

If Contractor fails to timely submit the written notices required by the provisions in this Claims Resolution section, Contractor waives and releases its rights regarding further review of its Claim, unless Contractor and CCA mutually agree in writing to other time limits.

25.4 Intention.

The Claims Resolution Process required herein are intended to provide a concise mechanism for resolving Claims as they arise during the Project, while requiring accurate documentation related to contested issues as to those Claims that are not contemporaneously resolved.

25.5 Other Provisions.

If portions of the Contract, other than this Claims Resolution section, establish a specific process regarding a specific subject, then that process shall govern and control the resolutions of any disagreements thereunder. Otherwise, the provisions in this Claims Resolution section shall control the resolution of all Claims.

25.6 Subcontractors.

Contractor is responsible for providing this Claims Resolution section to its Subcontractors and for ensuring that all Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor are informed of the Claims resolution process in this Claims Resolution section. No Claim submitted by any party that fails to follow the provisions of this Claims Resolution section will be considered. Contractor shall indemnify, keep and hold harmless CCA and its consultants, against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the failure to provide this Claims Resolution section to its Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor.

25.7 Claim Resolution Process

25.7.1 Claim: A Claim is a written demand by Contractor or by Subcontractor(s) or others who make a demand or request by and through Contractor during performance of the Work for an adjustment of the Contract Time, Contract Price, or other relief with respect to the Contract Documents for which Contractor has previously provided written notice to CCA pursuant to the terms of the Contract and which remain unresolved. A PCO may be a Claim, but the Parties agree that a PCO shall only be a Claim if:

25.7.1.1 CCA states in writing that it disagrees with the terms of a PCO and directs the Contractor to utilize the Claim Resolution Process, or

25.7.1.2 CFAA rejects in whole or in part a PCO and the Contractor states in writing that it is utilizing the Claim Resolution Process for the portion of the PCO that the CCA rejected.

25.7.2 General Claims Resolution Process. Without waiving the need for the Contractor to fully comply with all provision in this Claims Resolution Process prior to initiating any litigation, that process generally follows these steps:

1. Contractor presents Claim within 10 days of discovery.
2. CCA's Architect and/or CM issues decision on that Claim.
3. Contractor demands a meet and confer meeting and that meeting is held.
4. Contractor demands CCA's review of the Claim.
5. CCA issues a decision on that Claim.
6. Contractor prepares and presents Final Claim Documentation to CCA.
7. CCA issues a decision based on the Final Claim Documentation.
8. Parties go to Mediation (mandatory).

25.7.3 Contractor Must Timely Identify, Present and Document Any Claim

25.7.3.1 Every Claim shall be stated with specificity in writing and signed by Contractor under penalty of perjury and presented to CCA within ten (10) calendar days from the date Contractor discovers or reasonably should discover, that an act, error or omission of CCA, it's agents or employees, or action, condition or other situation has occurred that may be entitled Contractor to an adjustment of the Contract Price and/or Contract Time. This shall include the Contractor's actual or constructive knowledge of any instruction, request, drawings, specifications, action, condition, omission, default or other situation for which the contractor believes there should an adjustment of the Contract Price or Contract Time. Contractor shall provide in writing even if Contractor has not yet been damaged, delayed, or incurred extra cost when Contractor discovers, or reasonably should discover, the act, error, omission, action, condition or situation giving rise to the incidents giving rise to the Claim. The writing shall:

- 25.7.3.1.1** Identify all of the issues, events, conditions, circumstances and/or causes giving rise to the Claim;

25.7.3.1.2 Identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, milestones and/or Contract Time adjustments; and

25.7.3.1.3 Identify in detail line-item costs if the Claim seeks money.

25.7.3.1.4 If the Claim involves extra work, a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that those costs have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is incurred. At the request of CCA, extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).

25.7.3.1.5 If the Claim involves an error or omission in the Contract Documents:

25.7.3.1.5.1 An affirmative representation under penalty of perjury by Contractor and any affected Subcontractors and suppliers that the error or omission was not discovered prior to submitting a proposal for the Work, and

25.7.3.1.5.2 A detailed statement demonstrating that the error or omission reasonably should not have been discovered, by Contractor, its Subcontractors and suppliers, prior to submitting a proposal for the Work.

25.7.3.1.6 Contractor shall not be entitled to compensation for escalation of materials costs unless Contractor demonstrates to the satisfaction of the CCA that such cost escalation is the result of unusual, unforeseeable market conditions, not the fault of the Contractor, and were not reasonably foreseeable at the time of the award of the Contract. Contractor shall provide evidence to CCA of the costs included in the Contract for those materials and that those costs were reasonable at the time and that Contractor timely ordered the materials at issue.

25.7.3.2 The writing shall be accompanied by all documents substantiating Contractor's position regarding the Claim. A Claim that asserts an effect on any schedule milestones and/or Contract Time shall include all pertinent scheduling data demonstrating the impact(s) on the critical path(s), milestone(s) and/or Contract Time.

25.7.4 Architect's and/or Construction Manager's ("AE/CM") Initial Decision. CCA's AE/CM shall issue a written decision regarding the Claim to Contractor within ten (10) calendar days of receipt of the Claim from the Contractor.

25.7.5 Contractor Must Demand a Meet and Confer Meeting if Contractor Pursues Any Claim

25.7.5.1 Where There Is No Agreement: If there is no agreement between Contractor and AE/CM on a Contractor's Claim, then within ten (10) calendar days of the date of the CCA's written decision of Contractor's Claim or PCO, Contractor shall give written notice of its demand for a meet and confer meeting with CCA staff. A meet and confer meeting with CCA staff shall be a condition precedent to Contractor seeking any further relief, including a demand for review as indicated below, in connection with CCA's rejection.

25.7.5.2 Where There Is Partial Agreement: If Contractor and the AE/CM partially agree on a Contractor's Claim but do not reach complete agreement, then the AE/CM shall issue a written decision or prepare a Change Order, if applicable, for the issues and/or amounts agreed to. For those issues not agreed to, Contractor shall give written notice of its demand for a meet and confer meeting with CCA staff. A meet and confer meeting with CCA staff shall be a condition precedent to Contractor seeking any further relief, including a demand for review as indicated below in connection with CCA's rejection.

25.7.5.3 CCA and Contractor shall schedule the meet and confer meeting as soon as reasonably possible after Contractor's written notice of its demand for a meet and confer meeting.

25.7.6 Contractor Must Demand CCA Review of a Claim if Contractor Pursues Any Claim

25.7.6.1 Contractor shall submit a written demand for review to CCA with copy to the AE/CM, within ten (10) calendar days of the meet and confer meeting. The written demand for review shall include copies of all documentation the Contractor intends to rely upon in substantiating Contractor's position regarding the Claim, including any supplementary documentation the Contractor deems necessary for CCA's consideration.

25.7.6.2 CCA's Written Decision. If Contractor demands review of a claim after the meet and confer meeting, CCA will review the Claim and issue a written decision to Contractor within thirty (30) calendar days from the date the demand for review is received by CCA. CCA has the option to meet with Contractor, or with Contractor and any other party, before issuing a decision.

25.7.6.2.1 If no decision is issued within thirty (30) days after the request for review, CCA will be deemed to have rejected Contractor's Claim in its entirety, and Contractor shall proceed with the next step in this Claim Resolution Process below, or it waives its right to pursue its Claim.

25.7.6.2.2 If the CCA's decision completely resolves the Claim, CCA will prepare and process a Change Order, if applicable, or proceed accordingly.

25.7.6.2.3 If the CCA rejects the Contractor's Claim in whole or in part or does not issue a timely written response, and if Contractor intends to seek relief regarding the unresolved issues of the Claim, then Contractor shall proceed to the next step of this Claim Resolution Process below, or it waives its right to pursue its Claim.

25.7.6.2.4 Contractor's costs incurred in seeking relief for Claims are not recoverable from CCA.

25.7.7 Contractor Must Prepare Final Claim Documentation if Contractor Pursues Its Claim.

25.7.7.1 If Contractor's Claim has not been resolved after CCA's review of Contractor's Claim after the meet and confer meeting, the Contractor shall submit within thirty (30) days of CCA's written decision (3) certified copies of the required documentation identified below ("Claim Documentation"). The Contractor's Claim Documentation shall be complete when furnished. The evaluation of Contractor's Claim will be based on CCA records and the Claim Documentation furnished by Contractor.

25.7.7.2 Contractor's Claim Documentation (1) shall conform to generally accepted accounting principles, (2) shall be in the following format, and (3) shall include all of the following documentation:

25.7.7.2.1 General Introduction

25.7.7.2.2 General Background Discussion

25.7.7.2.3 Index of Issues (listed numerically)

25.7.7.2.4 For each issue, provide the following information and begin each issue on a new page:

25.7.7.2.4.1 Background

25.7.7.2.4.2 Chronology

25.7.7.2.4.3 Contractor's position including all reason(s) for CCA's potential liability

25.7.7.2.4.4 Supporting documentation of merit or entitlement

25.7.7.2.4.5 Supporting documentation of damages

25.7.7.2.5 All critical path method schedules, both as-planned, monthly updates, schedule revisions, and as-build along with the computer disks of all schedules related to the Claim

25.7.7.2.6 Productivity exhibits (if appropriate)

25.7.7.2.7 Summary of Damages for each issue

25.7.7.2.8 As-Built drawings for each issue (if appropriate)

25.7.7.3 Supporting documentation of merit or entitlement for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to the Contract Documents; correspondence; conference notes; shop drawings and submittals; shop drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary CPM schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support Contractor's Claim.

25.7.7.4 Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the proposal; certified, detailed labor records, including labor distribution reports; material and equipment procurement records; construction equipment ownership costs records or rental records; job cost reports; Subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the Contractor's Claim.

25.7.7.5 Contractor's Claim documentation shall include all issue items and information that Contractor contends are part of its Claim. Issues not included in Contractor's Claim Documentation shall not be considered.

25.7.7.6 Certification. Each copy of the Claim Documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents, including certification of any portion of the Claim from Subcontractor(s) or others who are asserting Claims by and through Subcontractors and/or the Contractor.

25.7.8 CCA's Written Decision. CCA's will review the Claim Documentation and issue a written decision to Contractor within sixty (60) calendar days from the date the Claim Documentation is received by CCA. CCA's written decision shall be final and binding on the party(ies) unless Contractor requests mediation as indicated in the next step of this Claim Resolution Process below, otherwise the Contractor waives its right to pursue its Claim.

25.7.9 Mediation. Within thirty (30) days after CCA renders its written decision, the Contractor must demand that the parties submit the Claim to mediation. **THIS MEDIATION IS A MANDATORY STEP IF THE CONTRACTOR DECIDES TO PURSUE ITS CLAIM. FAILURE OF A CONTRACTOR TO TIMELY DEMAND MEDIATION IS A WAIVER OF ITS RIGHT TO PURSUE ITS CLAIM.**

25.7.9.1 At CCA's sole discretion, this mediation may be a multiple-party mediation with the Architect, the Construction Manager, the Inspector, and/or other CCA consultants.

25.7.9.2 Absent a request for mediation, CCA's written decision is final and binding on the parties and the Contractor shall be deemed to have waived its right to pursue its Claim.

25.7.10 Litigation. If, after a mediation as indicated above, the parties have not resolved the Claim, the receiving party's decision made pursuant to mediation will be conclusive and binding regarding the Dispute unless the submitting party commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the conclusion of such mediation or one (1) year following the accrual of the cause of action, whichever is later.

25.8 CCA shall be entitled to remedy any false claims, as defined in California Government Code section 12650 *et seq.*, made to CCA by the Contractor or any Subcontractor under the standards set forth in Government Code section 12650 *et seq.* Any Contractor or Subcontractor who submits a false claim shall be liable to CCA for three times the amount of damages that CCA sustains because of the false claim. A Contractor or Subcontractor who submits a false claim shall also be liable to CCA for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to \$11,000 for each false claim.

25.9 Documentation of Resolution.

If a Claim is resolved, CCA shall determine if that resolution shall be documented in an Agreement and Release of Any and All Claims form or other document, as appropriate.

25.10 Claim Resolution Process – Non-Applicability.

The procedures and provisions in this Claims Resolution section shall not apply to:

25.10.1 CCA's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;

25.10.2 CCA's rights and obligations as a public entity, such as, but without limitation, the revocation of pre-qualified or qualified status, barring a contractor from CCA contracts, the imposition of penalties or forfeitures prescribed by statute or regulation; provided, however, that penalties imposed against a public entity by statutes such as Section 7107, shall be subject to the mandatory dispute resolution provisions of this Disputes and Claims section and the Contract;

25.10.3 Personal injury, wrongful death or property damage claims;

25.10.4 Latent defect or breach of warranty or guarantee to repair;

25.10.5 Stop notices or stop payment notices; or

25.10.6 Any other CCA right as set forth herein.

26 **LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS**

26.1 **Contractor & Subcontractor Registration**

26.1.1 Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

26.1.2 Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all Contractor’s Subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Contractor represents that all of its Subcontractors are registered pursuant to Labor Code section 1725.5.

26.1.3 The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

26.2 **Wage Rates, Travel and Subsistence**

26.2.1 Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at CCA’s principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by CCA, but shall be all holidays recognized in the applicable collective bargaining agreement. If the

prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations (“DIR”) (“Director”), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4 If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to CCA, forfeit the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by CCA and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it.

26.2.5.1 The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Contractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.

26.2.5.2 The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Contractor has been assessed penalties within the previous three (3) years for failing to meet Contractor’s prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

26.2.5.3 The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Contractor willfully violated Labor Code section 1775.

26.2.5.4 The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay,

and apprenticeship or other training programs authorized by section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of CCA and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to CCA forfeit the statutory amount (believed by CCA to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to CCA.

26.4 Payroll Records

26.4.1 Contractor shall provide to the California Department of Industrial Relations CCA and shall cause each Subcontractor performing any portion of the Work to provide to the California Department of Industrial Relations an accurate and certified payroll record ("CPR(s)"), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to

each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1 In addition to any other requirements under Labor Code section 1770, et seq., the CPRs enumerated hereunder shall be certified and shall be provided to CCA on a weekly basis. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. CCA shall not make any payment to Contractor until:

26.4.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to CCA, and

26.4.1.1.2 CCA is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to CCA in a timely manner will directly delay CCA's review and/or audit of the CPRs and Contractor's payment.

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of CCA, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through CCA, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the _____
(Position in business) with the authority to act for and on behalf of _____
(Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____
(Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 for any work performed by our employees on the Project.

Date: _____ Signature: _____
 (Section 16401 of Title 8 of the California Code of Regulations)

26.4.4 Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

26.4.5 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CCA, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.6 Contractor shall inform CCA of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.7 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to CCA, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

26.4.8 It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

26.5 Apprentices

26.5.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.5.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.5.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.5.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.5.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.5.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.5.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.5.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.5.7.2 Forfeit as a penalty to CCA the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.5.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.5.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

26.5.10 Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code section 3099, et seq.

26.6 Non-Discrimination

26.6.1 Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply

with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.6.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.7 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation section 330 et seq. of Title 8 of the California Code of Regulations.

27 MISCELLANEOUS

27.1 Assignment of Antitrust Actions

27.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

27.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

27.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

27.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

27.1.5 Under this Article, “public purchasing body” is CCA and “bidder” is Contractor.

27.2 Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, CCA, upon request, will execute documents necessary to show (1) that CCA is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of CCA. No Federal Excise Tax for such materials shall be included in any Contract Price.

27.3 Taxes

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

27.4 Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

27.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project which it is part, or for any other reason, Contractor shall comply with those reporting requirements at the request of CCA at no additional cost.

END OF SECTION