

**Request for Proposals & Project Manual for General
Contractor Services for the Sanchez-Adobe Visitor Center**



***County of San Mateo
Project Development Unit***

Issued: February 13, 2019

Responses due: March 21, 2019 at 2:30pm PDT

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San Mateo County Project Development Unit
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**San Mateo County – Project Development Unit
Sanchez-Adobe Visitor Center Project**

DOCUMENT 00 0111

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DOCUMENT 00 1001

NOTICE INVITING PROPOSALS

ARTICLE I – INVITATION TO SUBMIT PROPOSAL

1.01. Notice Inviting Proposals

- A. San Mateo County (“Owner” or “County”) invites responses to this “Request for Proposals” (“RFP”) from qualified General Contracting firms (“Proposers”) interested in contracting with the County to provide General Contractor (“GC” or “Contractor”) services for the Sanchez Adobe Visitor Center (“Project”).
- B. Proposer must submit **one (1) signed original, four (4) additional copies and one (1) electronic copy on a flash drive** to be delivered in a sealed package labeled on the cover “Proposal for General Contracting for the Sanchez-Adobe Visitor Center Project” no later than **2:30 pm on March 21, 2019** to Sam Lin, Assistant Director, San Mateo County Project Development Unit, 1402 Maple Street, Redwood City, CA 94063, Email: slin@smcgov.org.
- C. Proposals received late will not be opened or given any consideration and will be returned to Proposer(s) unopened. It is the responsibility of the Proposers to ensure submittals are received at the specified address by the specified deadline noted in this proposal request. All proposals will be date and time stamped upon receipt. The County will not be responsible for late or incomplete responses due to weather or mistakes or delays of the Proposer or its carrier.
- D. Foundation and Site Improvement drawings for this project can be downloaded by using the visiting the PDU website: <https://cmo.smcgov.org/pdu>
- E. Proposers should read the entire RFP and all enclosures before preparing proposals. Proposers should seek clarification of requirements they do not fully understand. Respondents should submit in writing any issue or questions **no later than March 4, 2019 at 5:00 pm** via email to Sam Lin, PDU Assistant Director at slin@smcgov.org and Sam Garcia, PDU Project Manager at sam.garcia@vanir.com.

1.02 Project Description and Scope

- 1) The Project is comprised of the following Project Components as described below:
 - a) **Submittals/Pre-Construction Activities**
 - i. Upon the County Issuance of the Project’s Notice to Proceed the GC shall immediately prepare and submit all contractual related submittals for review and approval to the County. All activities pertaining to this section shall be completed within the first 30 calendar days from issuance of the Notice to Proceed. Other activities that are required but not limited to:
 - 1) Submission of all contract related submittals
 - 2) Prepare and submit to the County for approval a Critical Path Method Project Schedule. Schedule must be created and updated using Microsoft Project scheduling software.
 - 3) Prepare, submit and obtain approval from the County a Schedule of Values (SOV) to be utilized for payment measurements. The SOV shall be submitted in CIS format.
 - 4) Identify any long lead items that will have a challenging procurement.
 - 5) Identify any substitution requested. Substitutions requested shall be provided in accordance with **Document 00 7200**. Substitutions that are submitted that are not in compliance with the Document 00- 7200 will not be considered.
 - 6) Conduct Pre-installation Meeting(s) as required with all trades performing work of the project prior to them executing their scope. The meetings shall be schedule at least two

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weeks prior to the start of their work. The County shall be in attendance for each individual meeting.

- 7) Submit, coordinate, procure and obtain approvals/permitting from the authorities having jurisdiction as required to facilitate the relocation, installation of utilities and construction of all scope required by this contract. The County will provide County Project Building Permit. GC to be responsible for any trade permits required for installation, encroachment, street closure or traffic light signal removal/reinstall.

b) Construction Activities

- i. The proposer shall also have experience working with the applicable regulatory agencies and have knowledge of the various County permit application processes.
- ii. Due to sensitive onsite resources, onsite monitoring is required. Contractor shall adhere to guidelines set by onsite monitor. Monitor shall be provided by Owner.
- iii. The scope of services required for this project proposal shall include but not limited to all drawings and specifications as well as items listed below:

Grading and Site Improvements

1. Proposer shall clear site of vegetation (17500 sqft approximately). All stripings shall remain onsite and spread out.
2. Proposer shall excavate and grade building pad for the New Sanchez-Adobe Visitor Center to a depth of 3' below finish floor. Existing soil shall be excavated from building area and used to fill around building to achieve new finish grades. Compact crawl space area.
3. Proposer shall trench perimeter and interior foundation footings to a depth of 2' below crawl space. Excess soil is to be used a fill around building and or for backfill of foundation.
4. Proposer shall install perimeter 4" perforated sub drain piping with fabric and clean drain around foundation. Backfill perimeter of foundation.
5. Proposer shall scarify and compact existing soil for new parking lot, building pad and restroom area (17,500 approximately sqft). Import grade and compact recycle base rock for parking lot, building pad, restroom, and walkways around buildings to achieve finish grades.
6. Proposer shall install concrete roll gutter (188 ft approximately), sidewalk around bathroom (550 sqft approximately) & valley gutter (58 ft approximately). Concrete shall be 2,500 PSI mix with no color and broom finish.
7. Proposer shall excavate bio-retention pits (3 ea), approximately 600 sqft approximately. Install 2.5' of drain rock (per pit), 2' of bio mix (per pit), (1) GO type catch basin, 80' of SDR35 SD pipe, 42' of Dura Slope channel drain, 9' of Cobble Energy dissipater with grout and 105' of landscape swale.
8. Proposer shall grade for new 5 ft wide base rock pathway, approximately 1,200 ft with 4 inches of recycle base rock. Excess soil from grading of pathway shall be spread onsite.
9. Proposer shall be responsible for the Installation of 416' (approximately) of 4" fire service, 245' of ¾" domestic water line, 4" backflow device with cage, FDC connection, hot tape with valve at city main line and replacement of concrete and asphalt as necessary.
10. Proposer shall be responsible for the Installation 324' of new gravity sewer lateral with (5) clean outs. Tie into existing sewer system on site.
11. Proposer shall pave parking lot with 3" of ½" asphalt.

Foundation Work

12. Proposer shall layout the Concrete Foundations
13. Proposer shall furnish and install rebar templates and rebar for footings
14. Proposer shall pour Concrete on Footings (8 ea)
15. Proposer shall furnish all formwork for stem walls
16. Proposer shall furnish and install thirty-five (35 ea) steel embeds

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17. Proposer shall pour Steam Walls
18. Proposer shall strip all Formwork
19. Selected proposer shall provide project management and supervision as required to maintain the quality, schedule, budget and contract requirements throughout all phases of construction/installation and project close-out activities.
20. Selected proposer shall be responsible for the establishment and implementation of an approved project safety and quality control programs.
21. Proposer shall warrant all work for a period of one (1) year commencing from the date the County occupies the building or the date of repair, whichever is later, and for longer periods as provided by equipment manufacturers or suppliers. The proposer shall repair or replace any and all deficient or defective work, provided that the work was properly maintained and/or used, together with any other work that is displaced during repair or replacement without expense to Owner. The proposer will procure all subcontractor and manufacturer express warranties required under the contract documents on the Owner's behalf and will transmit the warranties to Owner before completion of the work prior to occupancy. This provision will survive completion of Project and/or termination of this contract.
22. Upon completion, preparation and delivery of warranties; coordination and submission of record documents in hardcopies and electronic formats (PDF and other native formats of the source files); preparation and delivery of maintenance and operation manuals; management and completion of training programs; and administering closeout of the Project shall all be provided to the County at no additional cost.

The contract and compensation will be modified as scope needs increase or decrease.

The capability of firms submitting proposals shall include services that cover the full spectrum of their tasks, including owner representation, support and recommendations pertaining to all tasks performed.

The final selection will be dependent on the County Board of Supervisor's approval of negotiated service agreements.

Proposals will be considered only from firm(s) who can demonstrate the following minimum qualifications:

1. Proposer has demonstrated extensive Bay Area experience as well as the resources necessary to effectively provide the required services.
 2. The personnel assigned to projects shall have experience in public sector construction within the last five (5) years in the State of California, and proposal shall indicate their names along with resumes.
 3. Proposer shall have knowledge of the design and project delivery process as allowed under the California Public Contract Code.
 4. Subcontractors and staff shall be knowledgeable of all applicable codes (including planning and building and the ancillary permit requirements), American with Disabilities Act, federal, state and local by-laws as applicable.
 5. Proposer shall achieve the project milestones set by the County.
- 2) The selected GC will be responsible to achieve the completion all scope as directed within the contract documents no later than **one hundred and thirty seven calendar days (137)** after the issuance of the Notice to Proceed. The selected GC will be responsible for scheduling and executing all of the work within the duration provided above.
- 3) **The estimated construction budget for this Project is in the range of \$750,000 (Seven Hundred and Fifty Thousand Dollars).**

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- 4) Proposal shall be submitted in the following manner as described in Document 00 4001:

Direct Cost of Construction for Base bid, GC's Overhead & Profit, and Bonds, Insurance, & Taxes. As Described in Section 1.02 of this document 00 1001

Add Alternate: All Site Utilities outside footprint of the Visitor Center and Restroom - Prior trenching has been completed and backfilled by the Owner. Contractor shall be responsible to use existing trenching due to sensitive on-site constraints.

1.03 Request for Proposal Documents

- A. Request for Proposal Documents contain the full description of the Work and the Contract Documents for the Work. Updates to this RFP will be posted on the PDU project website at <https://cmo.smcgov.org>. Proposers should check this regularly to make sure all notifications including addendum/addenda are read promptly.

ARTICLE II – INSTRUCTIONS FOR PROPOSALS

2.01. Instructions

- A. Proposers shall refer to Document 00 2001 (Instructions for Proposals) for required documents and items to be submitted in sealed envelopes to the San Mateo County Project Development Unit Office, located at 1402 Maple Street, Redwood City, CA 94063, no later than the time and date set forth in paragraph 1.01 above.
- B. Document 00 2001 (Instructions for Proposals) sets forth terms and conditions for development, preparation, receipt, review, and evaluation of proposals for the Project.
- C. Each Proposer must submit Proposals in accordance with this Document 00 1001.

2.02. Selection Criteria

- A. The County will select the lowest responsive proposal for this request in accordance with the Public Contract Code.

2.03. Recommended Pre-Proposal Site Visit

- A. **Recommended Pre-Proposal Site Visit** will be held on **February 27, 2019** at the Sanchez-Adobe Visitor Center located at 1000 Linda Mar Blvd. Pacifica, CA 94044 to review the information about the Project and this RFP. The site visit will begin at **10:00 am** and should conclude by 12:00 pm. As a courtesy, please notify the Project Manager via email at sam.garcia@vanir.com respectively by **5:00 pm** on **February 25, 2019** if you plan on attending.

2.04. Proposal Preparation Cost

- A. Proposers are solely responsible for the cost of preparing their Proposals.

2.05. Reservation of Rights

- A. Owner specifically reserves the right, in its sole discretion, to reject any or all Proposals, to re-issue a Request for Proposals, or to waive minor or inconsequential defects in proposals.

ARTICLE III – LEGAL REQUIREMENTS

3.01. Required Contractor's License(s)

- A. An active California "B" contractor's license is required to submit a proposal for this contract. Joint ventures must secure a joint venture license prior to award of this Contract.

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3.02. Substitution of Securities

- A. Owner will permit the successful proposer to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6801 Escrow Agreement For Security Deposit In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.

3.03. Restrictions on “Or-Equal” Substitutions

- A. As a limitation on Proposer's privilege to substitute “or equal” items, Owner has found that certain items are designated as Owner standards or designated to match existing items in use on a particular public improvement either completed or in the course of completion, or are available from one source. As to such items, Owner will not permit substitution. Such items will be developed in pre-construction services.

3.04. Prevailing Wage Laws

- A. The successful Proposer must comply with all applicable prevailing wage laws, and related requirements in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the California Department of Industrial Relations, are on file at Owner's Office and are deemed part of the Request for Proposal Documents. Upon request, Owner will make copies available. The successful Proposer shall post applicable prevailing wage rates at the Site.

3.05. Skilled Labor Force Availability

- A. The successful Proposer must satisfy the requirements for “skilled labor force availability” as defined in California Public Contract Code Section 20193(d)(4)(B)(v) and agree to comply with the terms and conditions of Owner's Project Labor Agreement and California Public Contract Code Section 20146.

END OF DOCUMENT 00 1001

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DOCUMENT 00 2001

INSTRUCTIONS FOR PROPOSALS

Proposals are requested by the San Mateo County Project Development Unit (hereinafter “**Owner**”, “**County**” or “**PDU**”) for a general construction contract, or work described in general, as set forth in Document 00 1001 (Notice Inviting Proposals), and the following additional terms.

ARTICLE I – NOTICE OF PROCEEDING UNDER PUBLIC CONTRACT CODE SECTION 20128 AND REQUIREMENTS THEREUNDER

- A. Proposers are hereby notified that the County is conducting this procurement under Public Contract Code Section 20128, providing counties with authority to utilize Design-Bid-Build construction contracts.
- B. County will receive proposals from either an individual, partnership, joint venture, corporation, association, or other recognized legal entity, that is appropriately licensed in this State.
- C. County will base the selection and award of this contract based on its determination of “best value” according to objective criteria related to the experience of the entity and project personnel, project plan, financial strength of the entity, safety record of the entity, and price.
- D. Subcontractors that are not listed by the successful General Contractor as partners, general partners, or association members in a partnership, limited partnership, or association in the entity’s Design-Bid-Build bid submission shall be awarded by the General Contractor in accordance with the process set forth in the Contract Documents. All subcontractors bidding on contracts pursuant to this section shall be afforded the protections contained in Chapter 4 (commencing with Section 4100) of Part 1.

ARTICLE II – REQUIREMENTS FOR SUBMISSION OF PROPOSALS

2.01. Recommended Pre-Proposal Site Visit

- A. Owner will conduct a Pre-Proposal Conference at the date, time and location indicated in Document 00 1001 (Notice Inviting Proposals). It is recommended that Proposers attend the Pre-Proposal Site Visit.
- B. Proposers are encouraged to visit the Site before submission of Proposals and should use it as an opportunity to become familiar with conditions at the Site. Organized Pre-Proposal Site Visits may be scheduled at Owner’s sole discretion.
- C. Owner will issue a Pre-Proposal Conference Agenda and roster of attendees, which are not Contract Documents. Any changes to the Contract Documents or Proposal documents shall be made by written Addenda posted on the PDU project website at <https://cmo.smcgov.org>

2.02. Required Pre-Proposal Review

- A. Prior to submission of Proposal, Proposer must conduct a careful examination of the Request for Proposals Documents (that include without limitation, the Contract Documents) and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required Pre-Proposal investigations.
- B. Submission of a Proposal shall constitute a Proposer’s representation and warranty that it has complied with all required Pre-Proposal Review Requirements.

2.03. Questions and Answers

- A. As set forth in Document 00 1001 (Notice Inviting Proposals), Proposers must direct to Owner in writing and all questions about the meaning or intent of Request for Proposals Documents (to include without limitation, the Contract Documents). Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda and posted on the PDU project website at <https://cmo.smcgov.org/pdu> Owner may not answer questions received after the date set forth in paragraph 1.01 of Document 00 1001.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Proposers shall not rely on oral statements. Owner

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reserves the right not to respond to questions received after the date set forth in paragraph 1.01 of Document 00 1001.

- C. Prior to submission of a Proposal, Proposer must communicate in writing to Owner any objections, questions or asserted ambiguities regarding the terms, conditions and procedures set forth in the Proposal Documents (including without limitation this Document 00 2001); submission of a Proposal shall constitute Proposer's consent to such terms, conditions and procedures and waive any right to subsequently assert such matters in protest of the final award.

2.04. Addenda

- A. Addenda may also be issued to modify the Request for Proposal Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4001 (Proposal Price Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE III – RECEIPT OF PROPOSALS

3.01. Date and Time

- A. Sealed Proposals will be received by Owner until date and time indicated in Document 00 1001 (Notice Inviting Proposals). All Proposal envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Proposals received after the specified time and will return such Proposals to Proposers unopened.

3.02. Required Contents of Proposals

- A. Proposers must submit Proposals in accordance with this Document 00 2001. Proposals must contain the Required Contents specified below.
- B. Document 00 4001 (Proposal Price Form). Proposers must submit Proposals on Document 00 4001 (Proposal Price Form) in accordance with the provisions of Document 00 4001. Proposers must complete all Proposal items and supply all information required by Request for Proposals documents and specifications.
- D. Statement of Proposer's Proposed Staffing Plan. Proposer must submit Document 00 4514 (Statement of Proposer's Proposed Staffing Plan) for the Project, including resumes, for at least the following proposed key personnel: Principal in-charge, Project Manager and Construction Superintendent and other Key Personnel with expertise to perform the required services. Please identify all personnel with experience and expertise with the relocation of Historical Structures.
- G. Balance of Required Contents: Insurance and Certifications.
 - 1. Letter from Surety. Proposer should provide a letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-,VII or better, confirming that surety has agreed to provide Contractor with performance and payment bonds in accordance with the requirements set forth in the Contract Documents 00 6113.12 (Construction Performance Bond) and 00 6113.18 (Construction Labor and Material Payment Bond), with minimum penal sums in the amount of 100% of the final Proposal Price and as adjusted upon final subcontractor bidding and award to reflect the Guaranteed Maximum Price.
 - 2. Document 00 4810 (Non-Collusion Affidavit). Proposers must submit Document 00 4810 (Non-Collusion Affidavit) completed in accordance with its provisions.
 - 3. Document 00 4820 (Proposer Certifications). Proposers must submit Document 00 4820 (Proposer Certifications) completed in accordance with its provisions.

3.03. Proposal Submission

- A. The responses to this RFP should be bound and printed vertically ("portrait" orientation) on standard 8 ½" by 11" papers. The top of page one of the response should state Respondent's name, address, phone, fax, e-mail, and contact name. Cover letter is optional.

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- B. Proposers should address every item requested, where requested, in each section of this RFP, even if the items were addressed in other sections in the proposals. Brevity and clarity are of utmost importance. Responses comprised of standard marketing materials that do not specifically address the items below will not be evaluated.
- C. Proposers shall submit their Proposals and all deliverables in a manner that is structured to permit easy and definitive evaluation.
- D. Proposals shall be deemed to include any written responses of a Proposer to any questions or requests for information of Owner made as part of the Proposal evaluation process after submission of the Proposal.
- E. Proposals must be full, complete, clearly written and using the required forms. Proposers shall make any change in the Proposal by crossing out the original entry, entering and initialing the new entry. Proposer's failure to submit all required documents strictly as required entitles Owner to reject the Proposal as non-responsive. All Proposers must submit Proposals containing each of the required documents supplied in this Project Manual.

ARTICLE IV – PROPOSAL OPENING AND EVALUATION

4.01. Initial Evaluation for Patent Defects and/or Proposals Not Meeting the Responsibility Criteria

- A. Owner will open the Proposals and perform a preliminary review to identify any patently defective Proposals (including without limitation Proposals where the Proposer does not meet any applicable requested criteria.) Owner's action on defective Proposals may include refusal to evaluate such Proposals and elimination of Contractor submitting such Proposals from the evaluation process. Owner reserves all rights to take any action consistent with its authority and/or the requirements of this Document 00 2001 (Instructions for Proposals), including, without limitation, requesting additional information after receipt and opening of Proposals and waiving inconsequential defects.
- B. All Proposals from Contractor which remain after the preliminary review shall be evaluated by a Selection Committee comprised of individuals selected by the Owner.

4.02. Owner Investigations, Discrepancies and Tie Breaker

- A. Owner may conduct reasonable investigations and reference checks of Proposer and other persons and organizations as Owner deems necessary to assist in the evaluation of any Proposal and to establish Proposer's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Proposal constitutes Proposer's consent to the foregoing.
- B. Owner shall have the right to consider information provided by sources other than Proposer. Owner shall have the right to communicate directly with Proposer's surety regarding Proposer's bonds.
- C. Discrepancies. Owner will resolve discrepancies between (1) the multiplication of units of Work and unit prices in favor of the unit prices; (2) the indicated sum of any column of figures and the correct sum thereof in favor of the correct sum; and (3) written words and figures, or words and numerals, in favor of the words.
- D. Tie Breaker. In an event there is then a tie in the proposed pricing submitted it is in the Owner's sole discretion is determined who the project will be awarded to.

ARTICLE V – AWARD

5.01. Notice of Intent to Award

- A. If the Contract is to be awarded, Owner will award the Contract to the lowest responsive Contractor whose Proposal is determined to meet the requirements of the request. Owner shall provide its written decision and award within **ninety (90)** calendar days of Proposal submission. Owner's written decision shall support the award of the Contract by stating in detail the basis of the award. Owner will deliver **Document 00 5105 (Notice of Award)** as provided herein.

5.02. Determination of Lowest Responsive Proposal

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- A. Upon completion of Owner’s evaluation of all Proposals, Owner shall select the General Contractor that is deemed to be the Lowest Responsive Proposer base on the lowest proposed cost for this request, Providing the Contractor has responded to this request in a manner the successfully addresses all of the requirements of this request. The Owner. Owner shall publicly announce its intent to award the Contract for the Project by issuing **Document 00 5051 (Notice of Intent to Award)**, and by posting **Document 00 5105 (Notice of Award)** on Owner’s website and by electronically mailing it to the Contractors who submitted Proposals for this Project. **Document 00 5105** will be deemed properly delivered at the time it is posted on the Owner’s website.

ARTICLE VI – MANDATORY PROPOSAL PROTEST PROCEDURES

6.01. Submission of Written Proposal Protest

- A. Any proposal protest in connection with the General Contractor contract or work described in general in Document 00 1001 (Notice Inviting Proposals) must be submitted in writing to Deborah Bazan, Director, Project Development Unit, 1402 Maple Street, Redwood City, California (Owner’s Office), before 3:00 P.M. of the fifth Business Day following issuance of Document 00 5051 (Notice of Intent to Award). Owner will publish on PDU website and use reasonable efforts to deliver by e-mail a copy of Document 00 5051 to all Proposers who submitted Proposals no later than the Business Day after issuance, although any delay or failure to do so will not extend the Proposal protest deadline described above.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Proposers whom the Owner otherwise determines are responsive and responsible are eligible to protest a Proposal; protests from any other Proposer will not be considered. In order to determine whether a protesting Proposer is responsive and responsible, Owner may evaluate all information contained in any protesting Proposer’s Proposal and conduct the same investigation and evaluation as Owner is entitled to take regarding a Best Value Proposer.
- F. Notwithstanding any other provision of this Article VI, the party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

6.02. Exclusive Remedy

- A. The procedure and time limits set forth in this paragraph are mandatory and are Proposer’s sole and exclusive remedy in the event of Proposal protest. Proposer’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including presenting a Government Code Claim or initiating legal proceedings. A Proposer may not rely on a protest submitted by another Proposer, but must timely pursue its own protest.

ARTICLE VII – AWARD AND EXECUTION OF CONTRACT

7.01. Notice of Award and Submittal of Executed Contract Documents

- A. If Contract is to be awarded, it will be awarded to the Lowest Responsive Proposer. Owner will issue Document 00 5105 (Notice of Award) to the successful Proposer. Such Award, if made, will be made within ninety (90) Days after the opening of Proposals.
- B. Successful Proposer must execute and submit to Owner the “Required Contract Documents and Proof of Insurance” set forth below, by 5:00 pm of the 10th Day following issuance of the Notice of Award to it.

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7.02. Required Contract Documents and Proof of Insurance

- A. Document 00 5201 (Agreement), fully executed by successful Proposer. Submit four (4) originals, each bearing an original signature and initials on each page.
- B. Document 00 6301 (Guaranty), fully executed by successful Proposer. Submit four (4) originals, each bearing an original signature and initials on each page.
- C. Insurance certificates and endorsements required by Document 00 7311 (Insurance and Indemnification): Submit one (1) original set.
- D. Any other item required by Document 00 5105 (Notice of Award). As indicated therein.

7.03. Failure to Execute and Deliver Documents

- A. If Proposer to whom Contract is awarded, within the period described in this Document 00 2001, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Lowest Responsive Proposer and proceed accordingly. Such Award, if made, will be made within sixty (60) days after such failure.

7.04. Conditions to Construction

- A. The Notice to Proceed will be issued separately for the scope of work related with this request once the all required contract documents have been successfully executed and accepted by the County.
- B. In addition to other Contract Documents requirements, following the completion of competitive bidding of all subcontracts and before commencement of construction, General Contractor must submit the following:
 - 1. Document 00 6113.12 (Construction Performance Bond), fully executed by successful Proposer and surety, in the amount set forth in Document 00 6113.12. Submit one (1) original.
 - 2. Document 00 6113.18 (Construction Labor and Material Payment Bond), fully executed by successful Proposer and surety, in the amount set forth in Document 00 6113.18. Submit one (1) original.

ARTICLE VIII – GENERAL CONDITIONS AND REQUIREMENTS

8.01. Modification of Commencement of Work

- A. Owner expressly reserves the right to modify the date(s) for the Commencement of Work or any portion thereof under the Contract and to independently perform and complete work or services related to Project. Owner accepts no responsibility to Proposer for any delays attributed to Owner's need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with the Proposer's performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

8.02. Wage Rates and Skilled and Trained Workforce

- A. Copies of the general prevailing wage rates for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, may be obtained from the Department of Industrial Relations. Also, Proposer shall post the applicable prevailing wage rates at the Site. By submission of this Proposal, Proposer agrees to comply with the terms and conditions of Owner's Project Labor Agreement and makes an enforceable commitment to use and ensure the use of a skilled and trained workforce as required by California Public Contract Code Section 20146(c)(1).

8.03. Withdrawal of Proposals

- A. Proposers may withdraw their Proposals at any time prior to the Proposal opening time fixed in this Document 00 2001, only by written request for the withdrawal of Proposal filed with Owner at

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Owner's Office. Proposer or its duly authorized representative shall execute the request to withdraw Proposal.

8.04. Ineligible Contractors and Subcontractors

- A. Owner shall not accept a Proposal from a Proposer who is ineligible to propose or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Proposers and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to propose or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. (See California Public Contract Code section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

8.05. Equal Employment Opportunity. General Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or other reasons.

8.06. Public Records Act Requests

- A. Pursuant to the Public Records Act, Owner will make available to the public all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 00 2001, and all subsequent Proposal evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, Owner will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by a Proposer. Any such trade secrets or proprietary financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating all pages or whole sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
- B. Upon a request for records regarding this Proposal, Owner will notify Proposer involved within ten (10) Days from receipt of the request of a specific time when the records will be made available for inspection. If Proposer timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Proposer determines is not subject to public disclosure, and requests Owner to refuse to comply with the records request, Proposer shall take all appropriate legal action and defend Owner's refusal to produce the information in all forums; otherwise, Owner will make such information available to the extent required by applicable law, without restriction.
- C. Information disclosed to Owner and all items in opened submissions are the property of Owner unless Proposer makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

8.07. Substitutions

- A. Proposers must base their Proposals on products and systems where specified in the Contract Documents where applicable.
- B. Owner may consider specifications final upon Contract award, however, and will consider substitutions following award in its sole discretion.

8.08. Reservation of Rights

- A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Proposals, and to reject the Proposal of any Proposer as non-responsive as a result of any error or omission in the Proposal, or if Owner believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an "unbalanced Proposal" is one having nominal prices for some Cost items and enhanced prices for other Cost items.

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B. Owner may retain Proposal securities and Proposal bonds of other than the Best Value Proposer for a reasonable time, not exceeding ninety (90) Days after award of Contract. Owner may reject any or all Proposals and waive any informalities or minor irregularities in the Proposals. Owner also reserves the right, in its discretion, to reject any or all Proposals and to re-Proposal the Project.

8.09. Modification/ Addition to Instructions for Proposals. Owner reserves the right to modify existing procedures and instructions and will notify all Proposers if Owner exercises this right.

8.10. Definitions

A. All abbreviations and definitions of terms used in this Document 00 2001 are set forth in Document 00 7200 (General Conditions) and Document 01 4200 (References and Definitions).

ARTICLE IX– ANTICIPATED SCHEDULE OF EVENTS FOR THE RFP PROCESS

EVENT	DATE
Release Request for Proposal	02/13/2019
Recommended Site Visit	02/27/2019
Deadline to submit questions to the County	03/04/2019 @ 5PM
Last addendum posted by	03/11/2019
Proposal Submission Deadline	03/21/2019@2:30PM
Review proposals	03/22-03/25/2019
Selected Firm(s) Announced by PDU	03/26/2019
Recommendation to Board of Supervisors	04/09/2019
Issuance of Notice to Proceed	04/09 - 04/15/2019

END OF DOCUMENT 00 2001

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DOCUMENT 00 4001

**PROPOSAL PRICE FORM
TO THE COUNTY OF SAN MATEO PROJECT DEVELOPMENT UNIT**

THIS PROPOSAL IS SUBMITTED BY:

(Firm/Company Name)

Re: THE SANCHEZ-ADOBE VISITOR CENTER PROJECT

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with SAN MATEO COUNTY (Owner) in the form included in the Contract Documents, including Document 00 5201 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Contract Documents, Document 00 1001 (Notice Inviting Proposals), and Document 00 2001 (Instructions for Proposals). This Proposal will remain subject to acceptance for Ninety (90) Days after Proposal opening.
3. In submitting this Proposal, Proposer represents that Proposer has examined all of the Contract Documents, performed all required Pre-Proposal Review, received the Pre-Proposal conference minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Proposer

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

**San Mateo County – Project Development Unit
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SCHEDULE OF PROPOSAL PRICES

All Cost items, including lump sums and unit prices, must be filled in completely. Cost items are described or referenced in Document 01 1000 (Summary of Work) or Document 00 2001 (Instructions for Proposals). Quote in figures only, unless words are specifically requested. You can download a copy of this Proposal Price Form and the forms in the Appendices in Excel from this website: <https://cmo.smcgov.org/pdu>

NO.	COST ITEM	Unit	DOLLAR AMOUNT
1	Direct Cost of Construction - General Conditions	Lump Sum	\$0.00
2	General Contractor's Overhead & Profit	Lump Sum	\$0.00
3	Bonds, Insurance, & Taxes	Based on Proposed Cost	\$0.00
Total Proposal Price (Total Cost of Items No. 1, 2, &3) =			\$0.00
4	Alternate Bid	Lump Sum	\$0.00

Total Project Proposal Price:

(Words)

Notes:

Hourly rates for all services necessary to complete Cost Items 1 shall be submitted with the Proposal in **Appendix A to this Document 00 4001**. The reasonableness of these hourly rates will be considered in assessing the Price. These rates will be the basis for compensation of additional/extended hours requested by the Owner for these specific services during the course of this Contract.

5. The undersigned Proposer acknowledges that the Direct Cost of Construction provided herein is for all the complete scope of work as requested by this RFP and other referenced contract documents in accordance with this request.
6. The undersigned acknowledges that the Lowest Responsive Proposer will be determined as provided in Document 00 2001 (Instruction for Proposals).
7. The undersigned Proposer understands that Owner reserves the right to reject this Proposal, or all Proposals, in its sole discretion without compensation to Proposer.
8. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Proposer within the time described in Paragraph 2 of this Document 00 4001 or at any other time thereafter before it is withdrawn, the undersigned Proposer will execute and deliver the documents required by Document 00 2001 (Instructions for Proposals) within the time specified therein.
9. Notice of Award or request for additional information may be addressed to the undersigned Proposer at the address set forth below.
10. The undersigned Proposer agrees to commence Work under the Contract Documents on the date(s) established in Document 00 7200 (General Conditions) and to complete all Work within the time(s) specified in Document 00 5201 (Agreement).

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11. The undersigned Proposer agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete Work in the Contract (or portions thereof) within the time(s) specified in Document 00 5201 (Agreement) shall be as set forth in Document 00 5201.

12. The names of all persons interested in the foregoing Proposal as principals are:

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

NAME OF PROPOSER: _____
licensed in accordance with an act for the registration of Contractors, and with California license number: _____ Expiration: _____.

(Place of Incorporation, if Applicable)	(Principal)
	_____ (Principal)
	_____ (Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Proposer)

NOTE: If Proposer is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Proposer is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Contractor's Representative(s): _____
(Name/Title)

(Name/Title)

(Name/Title)

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Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

(Area Code)

(Number)

(Area Code)

(Number)

Date of Proposal:

**San Mateo County – Project Development Unit
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APPENDIX A

SCHEDULE OF RATES FOR PERSONNEL COSTS

You can download a copy of this form in Excel from this website - <https://cmo.smcgov.org/pdu>

SCHEDULE OF RATES FOR PERSONNEL COSTS – Sanchez Adobe Visitor Center Project

Position	Staff Name	Cost per Hour*	GC Hour Allocation	Cost Sub-Total
Principal in Charge				\$0
Operations Manager				\$0
Project Manager				\$0
Superintendent				\$0
Foremen				\$0
Safety Specialist				\$0
Project/Field Engineer				\$0
Administrative Assistant				\$0
Carpenter				\$0
Laborer				\$0
			Total Cost =	\$0

*Rates include GC's direct costs with burden and without overhead or profit included.

END OF APPENDIX A

END OF DOCUMENT 00 4001

**San Mateo County – Project Development Unit
Sanchez-Adobe Visitor Center Project**

DOCUMENT 00 4514

**STATEMENT OF PROPOSER’S PROPOSED PROJECT PLAN, STAFFING PLAN,
AND SAFETY PLAN**

TO THE SAN MATEO COUNTY PROJECT DEVELOPMENT UNIT

THIS STATEMENT IS SUBMITTED BY:

(Firm/Company Name)

Re: **SANCHEZ-ADOBE VISITOR CENTER PROJECT**

The undersigned Proposer submits herewith its Proposed Project Plan, Proposed Staffing Plan, and Proposed Safety Plan, in accordance with Document 00 2001 (Instructions for Proposals).

Proposer hereby declares under penalty of perjury that all the information provided in its Proposed Project Plan, Proposed Staffing Plan, and Proposed Safety Plan is true and correct.

SIGNATURE

TITLE

END OF DOCUMENT 00 4514

**San Mateo County – Project Development Unit
Sanchez-Adobe Visitor Center Project**

My Commission expires _____ (Seal)

NOTE: If Proposer is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Proposer [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Proposer's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF DOCUMENT 00 4810

**San Mateo County – Project Development Unit
Sanchez-Adobe Visitor Center Project**

DOCUMENT 00 4820

PROPOSER CERTIFICATIONS

**THE SANCHEZ-ADOBE VISITOR CENTER,
CITY OF PACIFICA, SAN MATEO COUNTY, CALIFORNIA**

TO BE EXECUTED BY ALL PROPOSERS AND SUBMITTED WITH PROPOSAL

The undersigned Proposer certifies to SAN MATEO COUNTY as set forth in sections 1 through 6 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Proposer within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code section 1776, regarding wage records, and with California Labor Code section 1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract. I further certify that I am aware of and agree to comply with the terms and conditions of Owner's Project Labor Agreement and California Public Contracts Code Section 20146.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid, propose and work on public works projects.

5. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code section 2810(a), I certify that, if awarded the Contract based on the undersigned's Proposal, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided.

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6. CERTIFICATIONS REGARDING CONSTRUCTION TRADES

By my signature hereunder, as the Contractor, I certify that I have considered which construction trades will be performing each aspect of the Work of the Project, and the different wages payable to the various trades, in determining the amount to propose for the Contract.

7. CERTIFICATION OF ACCEPTABILITY OF CONTRACT DOCUMENTS

By my signature hereunder, as the Contractor, I certify that Proposer acknowledges that Owner has already transmitted the Contract Documents in draft form to state officials and has obtained prior state approval of the acceptability of the Contract Documents. Accordingly, Proposer has carefully reviewed the Contract Documents and certifies as follows:

[Please check and/or complete one of the following]

_____ If the undersigned is selected to be the Contractor, following issuance of Notice of Award to the undersigned, the undersigned will sign the Agreement form and provide the other required forms that have been included within the Contract Documents in the same form as drafted as of the date hereof, including all Addenda identified in the undersigned's Proposal and with applicable information from the undersigned's Proposal inserted, without seeking revisions to the Agreement form or any other Contract Document.

_____ If the undersigned is selected to be the Contractor, following issuance of Notice of Award to the undersigned, the undersigned will sign the Agreement form and provide the other required forms that have been included within the Contract Documents in the same form as drafted as of the date hereof, including all Addenda identified in the undersigned's Proposal and with applicable information from the undersigned's Proposal inserted, with only the revisions to the Agreement form or other Contract Documents shown in underline and strikeout, format, attached to these Certifications as Appendix __, consisting of _____ pages. Proposer must attach an Appendix if this item is checked.

8. CERTIFICATION REGARDING SELECTION PROCESS

[Please check and/or complete one of the following]

_____ The undersigned confirms it has no objections or protests to any CONTRACTOR selection procedure, process or requirement, or any other any aspect of the CONTRACTOR selection process, and does not object to any aspect of the CONTRACTOR selection process.

_____ Attached as Appendix __, consisting of _____ pages, is a detailed description of all objections and protests the undersigned has regarding any aspect of the CONTRACTOR selection process. Proposer must attach an Appendix if this item is checked.

9. CERTIFICATION REGARDING MATERIAL CHANGES

[Please check and/or complete one of the following]

_____ The undersigned certifies that all information it submitted to Owner in connection with the Pre-Qualification Process, including without limitation any modifications, amendments or supplements thereto ("Pre-Qualification Information") remains true and correct in all material respects as of the date of submitting its Proposal.

_____ Except as provided on the Supplement to Response to Request for Statement of Qualifications, Document 00 4516.1 submitted as provided in Document 00 2001 (Instructions to Proposers), the undersigned certifies that all information it submitted to Owner in connection with the Pre-Qualification Process, including without limitation any modifications, amendments or supplements thereto ("Pre-

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Qualification Information”) remains true and correct in all material respects as of the date of submitting its Proposal. Proposer must include a Material Changes List with its Proposal if this item is checked.

Proposer understands that Owner will be relying on these certifications if it awards the Contract to the undersigned.

PROPOSER: _____
(Name of Proposer)

Date: _____, 20__ By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT 00 4820

**San Mateo County – Project Development Unit
Sanchez-Adobe Visitor Center Project**

DOCUMENT 00 5051

NOTICE OF INTENT TO AWARD

DATE POSTED:

CONTRACT FOR: **THE SANCHEZ-ADOBE VISITOR CENTER PROJECT**

Owner, acting through the San Mateo County Project Development Unit, intends to recommend to its

Board of Supervisors the Award of the above-referenced Contract to

_____.

(Name of Contractor)

SAN MATEO COUNTY

By: _____

(Print name)

Title: _____

Date: _____

END OF DOCUMENT 00 5051

**San Mateo County – Project Development Unit
Sanchez-Adobe Visitor Center Project**

DOCUMENT 00 5105

NOTICE OF AWARD

Dated: _____, 20__

To: _____
(Name of Contractor)

Address: _____

CONTRACT FOR: SANCHEZ-ADOBE VISITOR CENTER PROJECT

The Phase 1 Contract Sum of your Contract is _____ Dollars.

1. Five (5) copies of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by 5:00 pm of the 10th Day following the date of this Notice of Award, that is, by **[Day of the Week, Month Day, 20__]**.
 - a. Deliver to Owner four (4) fully executed counterparts of Document 00 5201 (Agreement). Each copy of Document 00 5201 (Agreement) must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner four (4) original copies of Document 00 6301 (Guaranty), each executed by you and with your initials on each page.
 - c. Deliver to Owner one (1) original set of the insurance certificates with endorsements required under Document 00 7311 (Insurance and Indemnification).
 - d. **[Insert other, if applicable]**
 - e. **[Insert other, if applicable]**
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Proposal abandoned, to annul this Notice of Award, and to declare your Proposal security forfeited.
4. As further described in Document 00 2001 (Instructions for Proposals), award of your Contract is also subject to all required State of California approvals.
5. Within Twenty-one (21) Days after you comply with the conditions in Paragraph 2 of this Document 00 5105, Owner will return to you one fully signed counterpart of Document 00 5201 (Agreement) with one (1) copy of the Project Manual.
6. Before you may commence the work under this Contract, you must attend a pre-construction conference. The pre-construction conference may be arranged through Owner's Project Manager. Questions regarding bonds, insurance and all other inquiries should also be directed to Owner's Project Manager.

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- 7. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code § 1776.

OWNER:

COUNTY OF SAN MATEO

By: _____
(Title)

(Print Name)

AUTHORIZED BY RESOLUTION:

NO: _____

ADOPTED: _____, [201__]

[Copy of Resolution Attached]

END OF DOCUMENT 00 5105

**San Mateo County – Project Development Unit
Sanchez-Adobe Visitor Center Project**

DOCUMENT 00 5201

AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 201_, is by and between _____ [Name of Contractor], whose place of business is located at _____ (Contractor), and the County of San Mateo (Owner), a county established under the laws of the State of California.

WHEREAS, Owner, by its Resolution No. _____ adopted on the ____ day of _____, 201_ (a copy of which is attached and part of this Agreement), awarded to Contractor the following contract:

THE SANCHEZ-ADOBE VISITOR CENTER PROJECT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE I - WORK OF THE CONTRACT AND CONTRACT SUM

1.01. Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, including without limitation, the Specifications, Drawings, Document 01 1000 (Summary of Work) and all other terms and conditions of the Contract Documents (**Work**).

1.02. Contract Sum

- A. Owner shall pay Contractor the amounts indicated in paragraphs 1.03 and 1.04 below (together, **Contract Sum**) for completion of Work in accordance with Contract Documents and (as applicable) as set forth in Contractor's Proposal (Document 00 4001 [Proposal Price Form]), attached hereto.
- B. The Contract Sum includes all allowances (if any).

1.03. Contract Sum

- A. Owner shall pay Contractor \$ _____, for completion of all services required for the Project. The Contract Sum amount reflects full compensation for all work related with this contract.
- B. The Contract Sum will be payable progressively based upon progressive work, as set forth in the Contract Documents, commencing only following issuance of Document 00 5501 (Notice to Proceed).

Bonds, Insurance and Taxes identified in Contractor's Proposal Form, in full compensation for bonds, insurance and taxes as required per Document 00 6113.12, Document 00 6113.18 and Document 00 7311.

- 1.04. No Duplication.** There shall be no duplication of costs or expenses among Cost Items. Duplication is subject to correction whenever discovered. Contractor shall compare carefully its scope of work with the scope of work of trade subcontractors and monitor the work to assure that duplication does not occur, for example, and not by way of limitation, in costs of cleanup, document management, modeling, bonds, mock-ups, and supervision.

ARTICLE II - CONTRACT TIME; COMMENCEMENT AND COMPLETION OF WORK

2.01. Contract Duration

Sanchez-Adobe Visitor Center Project
Project Manual
Feb 2019

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- A. Contractor shall commence the services under this contract on the date indicated in Document 00 5501 (Notice to Proceed) – **Tentative Commencement Date for Notice to Proceed is 04/29/2019 (date is subject to change).**
- B. Contractor shall achieve completion of the project **no later than 9/13/2019.**
- C. Contractor shall achieve Final Completion of the all work **one hundred and thirty seven (137) calendar days** from the Commencement Date as provided within Document 00 5501 (Notice to Proceed).

2.02. General Matters

- A. Conditions to Owner's issuance of Document 00 5501 (Notice to Proceed) include all matters described in Document 00 5105 (Notice of Award), and such other matters as Owner may reasonably request.
- B. Conditions to Owner's issuance of Document 00 5501 (Notice to Proceed), to be issued for the Work, include the following, which Owner may waive or modify in its sole discretion:
 - 1. Contractor has awarded all trade subcontracts and authorized self-perform subtrade work contracts required to execute the Work of the Contract Documents.
 - 2. Contractor has provided evidence of all insurance, bonds and bond amounts required by Contract Documents to complete the entire scope of work.
- C. Owner reserves the right to modify or alter the Commencement Date in its sole discretion.

ARTICLE III - PROJECT REPRESENTATIVES

3.01. Owner's Project Manager

- A. Owner, acting through the San Mateo County Project Development Unit, has designated Sam Lin and/or Sam Garcia as its PDU Assistant Director/Project Manager to act as Owner's Authorized Representative in all matters relating to the Contract Documents.
- B. To the extent Board of Supervisors approval is not required and authorized by law, Project Manager shall have authority over various matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner, subject however to the limits in the Public Contract Code sections 20137 and 20142, as stated in Document 00 7200, and limits supplied by law and County policies.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative, or change the Project Manager, Construction Manager or other Owner Representative at any time.

3.02. General Contractor's Project Manager

- A. Contractor has designated _____ as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents. Contractor's Project Manager must be approved in writing by the Owner prior to execution of this Agreement.
- B. Contractor may not change the identity of its Project Manager, Superintendent or any other Key Personnel without prior Owner written approval, which approval shall not be unreasonably withheld, provided such replacement has similar or greater experience and qualifications.

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3.03. Architects/Engineers

- A. Willscot/Modspace & Fall Creek Engineering, Inc. will furnish the Drawings and Specifications for all work associated with the project. Willscot/Modspace & Fall Creek Engineering, shall have the rights assigned to Architect(s)/Engineer(s) in the Contract Documents.

ARTICLE IV - TERMS, CONDITIONS AND SCOPE OF LIMITATIONS ON DELAY DAMAGES

4.01. Identification and Limitation on Delay Damages.

- A. Owner and Contractor recognize that time is of the essence of this Contract and that both Owner and Contractor (including Subcontractors) will suffer financial loss in the form of contract administration expenses (including without limitations extended General Conditions, General Requirements, lost profit, lost opportunities, consequences to bonding costs for Contractor; and disruption, extended project management and consultant expenses, interest expense, and loss of revenues, damages to third parties and costs of substitute facilities for Owner) (collectively, **delay damages**), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents.
- B. Consistent with Public Contract Code 7203, delay damages are liquidated as follows:
1. Liquidated Damages - **Owner's liquidated damages of the delay period attributable to Contractor, shall be the amount of \$1,000 per day.**
- C. Measures of liquidated damages shall apply cumulatively.

4.02. Delays Covered. This mutual waiver and limit to liquidated damages includes delay damages resulting from delays which in turn result from ordinary, alleged breaches of contract; or errors, omissions, or alleged defects in the design; and force majeure events. Such delays include:

1. Contractor failure to achieve Final Completion of any portion of the Work within the times required in the Contract Documents, plus any permitted extensions;
2. Owner's failure to respond to any Contractor inquiry, submittal or other request in a timely manner;
3. Delays caused by any expected construction interruptions, inspections, rejection of work and rework;
4. Delays caused by any differing site conditions (including hazardous waste or undisclosed Underground Facility), such as those contemplated in Document 00 7200 (General Conditions);
5. Errors or omissions amounting to ordinary negligence, including without limitation Contractor negligence in performing its services.
6. Delays resulting from forces and/or causes beyond the reasonable control of Owner, Contractor or any Subcontractor, including without limitation force majeure events, Acts of God, disruptions in supply and other unexpected difficulties in the progress of the Work.

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4.03. Subcontractor Consent. Subcontractors must expressly agree to be bound to this Article IV, to the extent of their scope of Work. Under no circumstances may any Subcontractor make a claim against Owner for delay damages suffered by a Subcontractor. To the extent that this Document 00 5201 (Agreement) otherwise expressly entitles Subcontractors to receive delay damages, all Subcontractor claims for delay damages (i) must be prosecuted through Contractor as provided in Document 00 7200 (General Conditions) and (ii) are subject to all limitations and waivers otherwise contained in this Document 00 5201 and the other Contract Documents.

4.04. Exclusions. The foregoing mutual waiver of delay damages excludes the following:

- A. Any damages arising from or relating to personal injury, death, defective work, property damage, or to the extent covered by insurance maintained by Owner, Contractor or any Subcontractor.
- B. Any damages resulting from Contractor's or any Subcontractor's failure to maintain the minimum staffing levels required to prosecute the Work with reasonable diligence, defective work or failure to remedy defective work.
- C. Any damages resulting from any party's gross negligence or intentional misconduct.
- D. Any delay damages otherwise payable under paragraph 4.01 above; provided that under no circumstance shall Owner, Contractor or any Subcontractor be paid twice for the same delay damages.
- E. Indemnity or defense obligations under Contract Documents.
- F. Under no circumstances may this mutual waiver be construed to limit liability for any damages covered by insurance maintained by Owner, Contractor or any Subcontractor, to the extent of such coverage available and recovered after exercise of reasonable efforts.

ARTICLE V - NOT USED

ARTICLE VI - CONTRACT DOCUMENTS

- 6.01.** The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of all the documents, including all changes, Addenda, and Modifications thereto as listed on Document 00 0111 Table of Contents
- 6.02.** There are no Contract Documents other than those listed above in this Article VI. Document 00 3020 Geotechnical Data and Existing Conditions and the information supplied through those documents, are not Contract Documents and describe conditions of construction only. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 General Conditions.

ARTICLE VII - TRADE SUBCONTRACTOR BIDDING AND BONDS

- 7.01.** Subcontracts bidding shall comply with all public contracting requirements applicable to the County of San Mateo, including without limitation, the following requirements:
- A. Contractor shall provide a fixed date and time on which the subcontracted work will be awarded.
 - B. In any contract between Contractor and any trade subcontractor, or any contract between a trade subcontractor and a subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the contract between Owner and Contractor. If the Contractor provides written notice to any trade subcontractor or subcontractor thereunder that is not a member of the Contractor entity, prior to or at the time the bid is requested, that a bond may be required and the subcontractor subsequently is unable or refuses to furnish a bond to the Contractor, then the Contractor may withhold

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retention proceeds in excess of the percentage specified in the contract between Owner and Contractor from any payment made by the Contractor to the trade subcontractor or subcontractor thereunder.

- C. Contractor shall award subcontracts to the low, responsive and responsible trade bidder for each trade package.
- 7.02.** Subcontracts bid shall encompass a complete scope of work for their respective trade. Contractor shall not include duplicate scope in any Cost Item or trade subcontract and if such is discovered subsequently then the Contractor shall so notify Owner for calculation and implementation of the appropriate deductive change order for the value of any such duplication.
- 7.03.** As a condition to the Notice to Proceed and as a material term of this Contract, Contractor shall provide a performance bond and a payment bond in the forms provided in the Contract Documents as Document 00 6113.12 (Construction Performance Bond) and Document 00 6113.18 (Construction Labor and Material Payment Bond). Such Bonds shall be in the penal sum of the agreed price.
- 7.04.** Except as otherwise provided in this Article VII or upon written consent of Owner, the Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code § 4100 *et seq.*

ARTICLE VIII - MISCELLANEOUS

- 8.01.** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and will have the meaning indicated therein.
- 8.02.** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.03.** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, 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. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders the final payment to Contractor, without further acknowledgment by the parties.
- 8.04.** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.05.** In order to induce Owner to enter into this Agreement, Contractor represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all

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aspects of the Work; will employ only persons and subcontractors and designers with all required licenses and certifications; that Contractor is duly qualified to conduct business in the State of California; that Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents, and Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order, or decree binding on Contractor.

8.06. Contractor shall not assign any portion of the Contract Documents.

8.07. This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Redwood City, County of San Mateo, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of San Mateo.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

GENERAL CONTRACTOR:

[Contractor's Name]

By: _____
(Signature)

By: _____
(Signature)

Its: _____
Title (If Corporation: Chairman, President
or Vice President)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

OWNER:

COUNTY OF SAN MATEO

President, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

RESOLUTION NO. _____

END OF DOCUMENT 00 5201

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Appendix A

TRADE SUBCONTRACTORS LIST (Contractor to list all Subcontractors for the Project)

Prepared by Contractor on _____, 20__.

END OF APPENDIX A

END OF DOCUMENT 00 5201

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DOCUMENT 00 5501

NOTICE TO PROCEED

Dated: _____, 20__

To: _____
(Name of Contractor)

Address: _____

CONTRACT FOR: SANCHEZ-ADOBE VISITOR CENTER PROJECT

You are notified that the Contract Time for construction services and work under the above Contract will commence to run on _____ [20__]. On that date, you are to start performing your construction obligations under the Contract Documents. In accordance with Article II of Document 00 5201 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, [20__] and _____, [20__], respectively.

Before you may start any Work at the Site, you must:

- 1. Submit one (1) original of Document 00 6113.12 (Construction Performance Bond), executed by you and your surety.
- 2. Submit one (1) original of Document 00 6113.18 (Construction Labor and Material Payment Bond), executed by you and your surety.
- 3. Submit certified Safety Program and related information
- 4. **[Other]**
- 5. **[Other]**

COUNTY OF SAN MATEO

By : _____

Its: _____

Date: _____

END OF DOCUMENT 00 5501

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DOCUMENT 00 6113.12

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, the COUNTY OF SAN MATEO (**Owner**), a political subdivision of the State of California, has awarded to (**Name of General Contractor**) _____ as Principal Contract Number _____ dated the _____ day of _____, 20____ (the **Contract**) for **THE SANCHEZ ADOBE VISITOR CENTER PROJECT** currently located at 1000 Linda Mar Blvd located in Pacifica, California.
- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and (**Name of Surety**) _____ as Surety are held and firmly bound unto Owner in the sum of [**Insert “Total Proposal Price” identified in General Contractor’s Proposal**] to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.05** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.06** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent Contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third

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paragraph hereof. The term “balance of the Contract Sum,” as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

- 1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others.
- 1.08** Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.
- 1.09** No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 1.10** Surety shall join in any proceedings brought under the Contract upon Owner's demand, and shall be bound by any judgment.
- 1.11** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

END OF DOCUMENT 00 6113.12

**San Mateo County – Project Development Unit
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DOCUMENT 00 6113.18

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01** THAT WHEREAS, the COUNTY OF SAN MATEO (**Owner**), a political subdivision of the State of California, has awarded to (**Name of GENERAL CONTRACTOR**) _____ as Principal Contract Number _____ dated the _____ day of _____, 20____ (the **Contract**) for the **SANCHEZ-ADOBE VISITOR CENTER PROJECT** currently located at 1000 Linda Mar Blvd located in Pacifica, California.
- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) _____, as Surety, are held and firmly bound unto Owner in the sum of **[Insert 100% of the “Total Bid Price” identified in GENERAL CONTRACTOR’S Bid; subject to further revision as Trade Subcontracts are bid out and assigned and novated to GENERAL CONTRACTOR per Contract Documents (e.g., Documents 00 5201 Agreement and 00 5205 Assignment and Novation Agreement)]** for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code § 3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.
- 1.05** This bond shall inure to the benefit of any of the persons named in California Civil Code § 3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.
- 1.06** Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07** Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the other.
- 1.08** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corp. Seal)

Company: _____ (Corp. Seal)

Name

Name

Title

Title

Address: _____

Address: _____

END OF DOCUMENT 00 6113.18

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Sanchez-Adobe Visitor Center Project**

DOCUMENT 00 6301

GUARANTY

TO: The COUNTY OF SAN MATEO (**Owner**), for construction of the **SANCHEZ-ADOBE VISITOR CENTER PROJECT** currently located at 1000 Linda Mar Blvd located in Pacifica, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one (1) year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom.

If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement.

Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

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Date: _____, 20__

General Contractor's name

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF DOCUMENT 00 6301

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DOCUMENT 00 6530

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
[Public Contract Code § 7100]**

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (**Agreement and Release**), made and entered into this [date] day of [Month], [20], by and between the County of San Mateo (**Owner**), and [Name of Contractor] (**Contractor**), whose place of business is at [Address of Contractor].

RECITALS

- A. Owner and Contractor entered into a Contract for construction of Owner's **SANCHEZ-ADOBE VISITOR CENTER PROJECT** currently located at 1000 Linda Mar Blvd in Pacifica, California. (**Contract**).
- B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$	
Modified Contract Sum	\$	
Payment to Date	\$	
Liquidated Damages	\$	
Payment Due Contractor	\$	
- 2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of [_____] Dollars and [_____] Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in paragraph 4 of this Document 00 6530. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Claims set forth in Paragraph 4 of this Document 00 6530. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00 6530.
- 4. The following claims submitted under Document 00 7200 (General Conditions), Article XII, are disputed (hereinafter, the **Claims**) and are specifically excluded from the operation of this Agreement and Release.

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[Insert information in Chart below, affix attachment if necessary]

CLAIM NO.	DATE SUBMITTED	DESCRIPTION OF CLAIM	AMOUNT OF CLAIM

5. Consistent with California Public Contract Code § 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00 6530, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless Owner, any of the Owner's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Claims set forth in Paragraph 4 of this Document 00 6530.
8. Contractor hereby waives the provisions of California Civil Code section 1542, which provide as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

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11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

OWNER

By: _____
Signature

Name: _____
Print

Its: _____
Title

ATTEST:

Secretary

Print

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

**San Mateo County – Project Development Unit
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[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

REVIEWED AS TO FORM:

Dated: _____, [201__]

Counsel for Owner

Name: _____
Print

END OF DOCUMENT 00 6530

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IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

OWNER

CONTRACTOR

Title

Name

Signature

Title

Name

Signature

ATTEST

Signature

Print Name

Secretary

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM:

Counsel for Owner

Print Name

Date

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6801.

END OF DOCUMENT 00 6801

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DOCUMENT 00 7200

GENERAL CONDITIONS

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DOCUMENT 00 7200

GENERAL CONDITIONS

ARTICLE I – INTERPRETATION OF CONTRACT

1.01. Defined Terms

- A. This Document 00 7200 subdivides at first level into Articles, and then into paragraphs, then into subparagraphs.

1.02. Contract Documents

- A. Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Architects/Engineers or any Owner Representative and Contractor; (2) Owner and/or its representatives and (except as provided in Article XIII below) a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor.

1.03. Precedence of Documents

- A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
 - 1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 - 2. Agreement, and terms and conditions referenced therein, and such other documents within the Document 00 5201.
 - 3. Supplementary Conditions; Document 00 7301
 - 4. This Document 00 7200 (General Conditions);
 - 5. Division 1 Specifications;
 - 6. Technical Specifications;
 - 7. Drawings;
 - 8. Written numbers over figures, unless obviously incorrect;
 - 9. Figured dimensions over scaled dimensions;
 - 10. Detailed/enlarged-scale drawings over small-scale drawings.
- B. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

ARTICLE II – REQUIRED INVESTIGATIONS AND SUBCONTRACTORS

2.01. Contractor’s Investigations

- A. Prior to submitting its Proposal, Contractor must investigate fully the Work of the Contract. Contractor must visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions, and all other information made available for preparing and submitting a proposal. Contractor’s investigation shall include, but is not limited to, a thorough examination of all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor shall completely and thoroughly correlate all such information and consider such information fully, prior to and as a condition of submitting its Proposal. Contractor shall make inquiry as required in Document 00 3020 (Geotechnical Data and Existing Conditions).
- B. Prior to submitting its Proposal, Contractor shall take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage

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- lines, storm drains, sewers, water, gas, steam, condensate return, chilled water supply and return, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site.)
- C. Prior to submitting its Proposal, Contractor must correlate its experience, knowledge and the results of its required investigation with the terms and conditions of the Contract Documents, and must give Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it may discover in or among the Contract Documents, as-built drawings (if any) and/or actual conditions. Contractor shall give this notice during the Proposal period and submission of a Proposal indicates Contractor's agreement that Owner responded to the notice through Addenda issued by Owner which is acceptable to Contractor
 - D. Prior to submitting its Proposal, Contractor must consider fully the fact that information supplied regarding existing Underground Facilities at or contiguous to the Site is in many cases based on information furnished to Owner by others (e.g., the builders of such Underground Facilities or others), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor must also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.
 - E. Prior to submitting its Proposal, Contractor shall conduct (or request that Owner have conducted) any such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto or which Contractor deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.
 - F. Prior to submitting its Proposal, Contractor may rely on Owner supplied information regarding existing conditions only where such conditions are underground and not subject to reasonable verification. If existing information supplied by Owner indicates a discrepancy or a substantial risk of inaccuracy or omission, then Contractor must request specific additional information. Contractor shall advise Owner in writing during the Proposal period of any questions, suppositions, inferences or deductions Contractor may have, for Owner's review and response by Addenda, and may not assert any such matters later that were not brought forth during the Proposal period.
 - G. Prior to submitting its Proposal and during performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing its required pre-Proposal investigations, and shall not be entitled to change orders (time or compensation) due to information or conditions that Contractor should have known as a part of these investigations.

2.02. Supplied Information on Underground Existing Conditions

- A. Regarding Underground Facilities shown in the Contract Documents or supplied through Document 00 3020 (Geotechnical Data and Existing Conditions), Owner has compiled this information in good faith, relying on its records and third party records, for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by Owner. This express assumption of responsibility applies only if Proposer has conducted the independent investigation required of it and discrepancies were not apparent. Owner does not assume responsibility for the accuracy, completeness or thoroughness of this

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information, and Proposer is solely responsible for any interpretation or conclusion drawn from this information.

- B. Regarding subsurface conditions other than Underground Facilities, shown on the Contract Documents or supplied in Document 00 3020 (Geotechnical Data and Existing Conditions), Contractor 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 in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information for preparing and submitting a proposal or for construction, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03. Supplied Information On Above Ground Existing Conditions

- A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied through Document 00 3020 (Geotechnical Data and Existing Conditions), such information has been compiled in good faith, however, Contractor must independently verify such information. Owner does not expressly or impliedly warrant or represent that information as to aboveground conditions or as-built conditions indicated in the Contract Documents or Document 00 3020, is correctly shown or indicated, or otherwise complete for construction purposes.
- B. As a condition to submitting a proposal, Contractor shall verify by independent investigation all such aboveground and as-built conditions, and bring any discrepancies to Owner's attention through written question. In submitting its Proposal, Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

2.04. Subcontractors

- A. Consistent with Public Contract Code sections 4101 et seq., Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Proposal. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner's written approval. At Owner's request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
- B. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- C. Contractor shall provide for the assignment to Owner of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the Work performed by the Subcontractor under the Contract Documents.
- D. Owner shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

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ARTICLE III – CONTRACT AWARD AND COMMENCEMENT OF THE WORK

3.01. Time Allowances For Performance Of Contract Documents

- A. When Contractor and Owner have signed the Contract Documents, Owner will serve a Notice to Proceed upon Contractor to that effect, either by email or postal mail to Contractor at the legal contact address provided.
- B. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. If no date is indicated, the start date for Contract Time shall be the fifth (5th) Day from the date that Contractor receives Owner's written Notice to Proceed.
- C. The total number of Days for completion of the Work under the Contract Documents shall be as provided in the Agreement.

3.02. Commencement Of Work

- A. The Contract Time will commence to run on the later of the 30th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. Owner may give a Notice to Proceed at any time after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.
- B. Owner may give authorization to Contractor to mobilize on site in preparation for Construction, prior to the issuance of a Notice to Proceed. Mobilization shall be limited to trailer set-up, hook-up of utilities and temporary fencing around the trailer. Contract Time will commence as stated in 3.02.A above.

ARTICLE IV – INSURANCE AND INDEMNIFICATION

4.01. Insurance

- A. See Document 00 7311 Insurance and Indemnification, incorporated herein by this reference.

ARTICLE V – DRAWINGS AND SPECIFICATIONS

5.01. Intent

- A. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe work (including services), materials or equipment, that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
- B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
- C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and

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consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 00 and 01 of Specifications. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price in the Proposal and in the Contract Sum.

5.02. Drawing Details

- A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

5.03. Interpretation Of Drawings And Specifications

- A. Should any discrepancy appear or any misunderstanding arise as to the interpretation of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice as provided in Document 01 2600 Contract Modification Procedures. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article XII of this Document 00 7200.

5.04. Checking Of Drawings

- A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents to check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such checking/comparison. Figures and dimensions shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every five (5) days until it receives a satisfactory interpretation or clarification.

5.05. Standards To Apply Where Specifications Are Not Furnished

- A. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Material specified by reference to the number, symbol or title or a specific standard, such as a commercial standard, a Federal specification, a trade association standard, or other similar standard, must comply with the requirements thereof. Work shall conform to the usual standards or codes, for first-class work of the kind required. Contractor shall specify and submit in writing to Owner the materials to be used or Work to be

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performed under this paragraph ten (10) Business Days prior to furnishing such materials or performing such Work.

5.06. Deviation From Specifications and Drawings

- A. Contractor shall perform Work in accordance with Drawings and Specifications, and Contractor shall not be relieved of this responsibility by the activities of the Architects/Engineers in the performance of their duties thereunder. Deviations from Drawings and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only when approved in writing by Owner. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon Owner's advance written approval of the proposed deviation, either by Change Order or by Instruction Bulletin.
- B. Instruction Bulletins changing the approved drawings and technical specifications may also be used to prevent undue delay.
- C. Contractor acknowledges that changes are a normal feature of construction projects. Contractor shall rely on its experience and proactively cooperate, coordinate and schedule RFI's, submittals, field questions, inspections, and document assembly, to facilitate the prompt and efficient use of the Change Order and Instruction Bulletin procedure as necessary to prevent delay in actual field construction.
- D. Owner may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made as set forth in Article XIV of this Document 00 7200.

5.07. Ownership And Use Of Drawings, Specifications And Contract Documents

- A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE VI – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.01. Owner's Right To Perform Construction And To Award Separate Contracts

- A. Owner may perform with its own forces, construction or operations related to the Project. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.
- B. Currently anticipated separate construction contracts (if any) are described in Document 01 1000 (Summary of Work).

6.02. Mutual Responsibility

- A. Contractor shall afford all other contractors, utility owners and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.

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- B. Contractor shall coordinate its Work with the work of other separate contractors, Owner, and utility owners. Contractor shall hold coordination meetings with other contractors, Owner and its representatives, and utility owners as required by the contract documents.
- C. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, Owner or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected.
- D. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. Owner will require the contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to Owner in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to Owner. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

6.03. Owner Authority Over Coordination Of Multiple Contractors

- A. Owner will have authority over coordination of the activities of multiple contractors in cases where Owner performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. Owner may at any time and in its sole discretion, designate a person or entity other than Owner to have authority over the coordination of the activities among the various contractors. Owner's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in this Document 00 7200. Contractor shall promptly notify Owner in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.
- B. Contractor shall suspend any part of the Work or carry on the same in such manner as directed by Owner when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation herein to coordinate its Work with other contractors and utility owners. Claims will be allowed only to the extent of fault by Owner if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its work with Contractor, other contractors, and utility owners.

ARTICLE VII – PAYMENT BY OWNER

7.01. Receipt And Processing Of Applications For Payment

- A. Contractor shall prepare and submit a Schedule of Values in the amount of the final contract price that reflects the entire scope of work needed to fulfill the contract requirements. The Contractor shall submit Applications for Payment on or about the 25th day of each month for the duration of the contract and warrant title to all Work covered by each Application for Payment. Owner will review Contractor's Applications for Payment and Owner will and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others.

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ARTICLE VIII – CONTROL OF THE WORK

8.01. Contractor and Subcontractors

- A. The Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

8.02. Supervision Of Work By Contractor

- A. Contractor shall coordinate the Work and not delegate any responsibility for coordination to any subcontractor. Contractor shall anticipate the inter-relationship of all subcontractors and their relationship with the total Work. Contractor shall coordinate the work of subcontractors and material suppliers, so that their work is performed in a manner to minimize interference with and to facilitate the progress of the Work.
- B. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
- C. Contractor shall designate and keep on the Site at all times during Work progress a competent resident Superintendent or Project Manager, who once designated, shall not be replaced without Owner's express written consent. If Contractor proposes to replace any Superintendent or Project Manager, the existing Superintendent or Project Manager shall remain on the Project until a new Superintendent or Project Manager is approved by Owner. The Superintendent or Project Manager shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent or Project Manager shall be as binding as if given to or by Contractor.

8.03. Observation Of Work By Owner

- A. Owner Representative(s). Owner Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner Representative(s), and Contractor shall issue all communications to Owner through Owner Representative(s) in a written document delivered to Owner. Should any direct communications between Contractor and Owner's consultants, architects or Architect/Engineers not identified in Article II of the Agreement occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.
- B. Means And Methods Of Construction. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.
- C. In exercising its responsibilities and authorities under the Contract Documents, Owner does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architects/Engineers nor any Owner Representative(s) assume any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

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- D. Work shall be performed under Owner's general observation and administration. Contractor shall comply with Owner's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
- E. Owner may engage an independent consultant or Architect/Engineer (collectively for purposes of this paragraph, "**Consultant**") to assist in administering the Work. If so engaged, Consultant will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
- F. Consultant may review Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
- G. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to Owner that it disapprove or reject Work that Consultant believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.
- H. Consultant may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

8.04. Access To Work

- A. During performance of Work, Owner and its agents, officers, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner's interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.
- B. Owner may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the purpose of installing any necessary work by Owner labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, Owner shall endeavor not to interfere with Contractor and Contractor shall not interfere with other work being done by or on behalf of Owner.
- C. If, prior to completion and final acceptance of all the Work, Owner takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Contractor), then, while Owner is in possession of the same, Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from Contractor's fault or negligence. Such taking of possession by Owner shall not relieve Contractor from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility. See also Document 01 1000 (Summary of Work).

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- D. If, following installation of any equipment or facilities furnished by Contractor, defects requiring correction by Contractor are found, Owner shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to Owner.

ARTICLE IX – CONTRACTOR’S WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01. Warranty And Guaranty

- A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work. Contractor warrants that all pre-construction services and construction services shall be performed in accordance with generally accepted professional standards of good and sound pre-construction and construction practices, as applicable, and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in materials, construction and workmanship; and to the extent Work includes design-build scope or compliance with performance specifications, Work shall also be free from defects in design, architecture and/or engineering. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
- B. Extended Guaranties: For guaranties exceeding one (1) year, Contractor’s co-guarantor obligation shall apply only to the extent the guaranty involves water-tightness (above grade or below grade) or any type of moisture intrusion. Otherwise, any guaranty exceeding one (1) year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to supply Owner with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers, and reasonably assist Owner in enforcing such warranties and guaranties throughout their respective terms.
- C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this paragraph are effective continuously during Contractor’s Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Owner that:
1. To Contractor’s knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Contractor’s construction thereof. If any lead or asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.
 2. To Contractor’s knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor’s construction thereof.
 3. To Contractor’s knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor’s construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.
 4. Contractor’s operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has

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not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02. Inspection Of Work

- A. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
- B. Contractor shall give Owner and all inspection personnel timely notice of readiness of Work for all required inspections, tests or approvals, shall schedule and coordinate the same, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall also coordinate, schedule and give adequate notice to the appropriate inspection personnel of any Work that can only be inspected as it is placed or assembled (for example, concrete or masonry work), to enable the constant presence of such inspection personnel during such Work.
- C. In the event that a scheduled inspection is canceled in less than 24 hours' notice by Contractor and Owner incurs costs associated with the cancellation, Contractor will reimburse Owner for the actual costs of the canceled inspections. The amount will be deducted from payment owed Contractor.
- D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work.
- F. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work and replacing Work.
- G. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.
- H. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Rather, in the absence of a written Change Order or Instruction Bulletin signed by Owner, Contractor's duty to perform Work in conformance with the Contract Documents shall be absolute.

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- I. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03. Correction Of Defective Work

- A. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Contractor to replace any Defective Work, or stop any portion of Work to permit Owner (at Contractor's expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party.
- B. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, it may make a claim as provided in Article XII of this Document 00 7200. (Owner exercise of its rights under this Article IX shall be entirely discretionary and, like all other Owner rights and remedies under the Contract, in addition to any other rights and remedies it may have under the Contract Documents or by law.)
- C. Correction period.
 1. With respect to equipment and machinery supplied by Contractor and incorporated into the Work, if within one (1) year after the date of Final Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Final Completion, one year after Owner's written acceptance of such equipment), or such longer period as may be prescribed by laws or regulations, or by the terms of the Contract Documents, any equipment or machinery is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work
 2. With respect to structures within the scope of Work, if within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work.
 3. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced.
 4. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

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- D. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or Certificate of Substantial Completion.
- E. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been removed and replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one (1) year after such removal and replacement has been satisfactorily completed.
- F. If following installation of any equipment, machinery, or facilities furnished by Contractor, defects requiring correction by Contractor are found, Owner shall have the right to operate such defective equipment or facilities and make reasonable use thereof until the equipment, machinery, or facilities can be shut down for correction of defects without causing injury to Owner.

9.04. Acceptance And Correction Of Defective Work By Owner

- A. Owner may accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article XII of this Document 00 7200. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.
- B. Owner may correct and remedy deficiency if, after five (5) Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with this Article IX; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Owner's consultants access to the Site to enable Owner to exercise the rights and remedies under this Article IX. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner's calculations, Contractor may make a claim as provided in Article XII of this Document 00 7200.

9.05. Rights Upon Inspection Or Correction

- A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article IX. Where Owner exercises its rights under this Article IX, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.

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- B. Inspection by Owner shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive Owner's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.

9.06. Samples and Tests of Materials and Work

- A. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work. Tests must be by a Laboratory accepted by Owner and paid for by Contractor. Contractor must pay all costs of all tests; if a test fails, Contractor must pay for subsequent tests until passage. The Laboratory must submit certified copies of all test reports directly to Owner and Contractor by 10 a.m. of the second workday after performing each test.
- B. Owner may inspect the production of any material, or the manufacture of any product at the source of supply. Such inspection, however, will not be undertaken until Owner is assured of the cooperation and assistance of both Contractor and producer. Owner or its authorized representatives shall have free entry at all times to the parts of the plant Manufacturing or producing such materials. Adequate facilities must be provided free of charge to make the necessary inspections. Owner assumes no obligation to inspect materials at source of supply.
- C. Owner may permit the use of certain materials or assemblies before sampling and testing if accompanied by a Certificate of Compliance stating that the materials comply in all respects with the requirements of the Contract Documents. The Manufacturer of the material or assembly must sign the Certificate of Compliance. A Certificate of Compliance must be submitted with each lot of material delivered to the Project and the lot so certified must be clearly identified in the Certificate of Compliance.
- D. Owner may sample and test all materials used pursuant to a Certificate of Compliance at any time. The fact that material is used pursuant to a Certificate of Compliance does not relieve Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents; and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- E. Owner reserves the unrestricted right to refuse to permit the use of material pursuant to a Certificate of Compliance.
- F. Owner will set the form of the Certificate of Compliance and its disposition.

9.07. Proof Of Compliance Of Contract Provisions

- A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

9.08. Acceptance

- A. Inspection by Owner or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by Owner, any extension of time, any verbal statements on behalf of Owner or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

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ARTICLE X – CONTRACTOR’S ORGANIZATION AND EQUIPMENT

10.01. Contractor’s Legal Address

- A. Address and facsimile number given in Contractor’s Proposal are hereby designated as Contractor’s legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor’s legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor’s designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

10.02. Contractor’s Office At The Work Site

- A. Contractor shall maintain an area at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from Owner, communications, instructions or Drawings. Communications, instructions, or Drawings given to Contractor’s representative or delivered at the Site office in representative’s absence shall be deemed to have been given to Contractor.

10.03. Contractor’s Superintendents Or Forepersons

- A. Contractor shall at all times be represented on Site by one or more superintendents, project managers or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

10.04. Proficiency In English

- A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

10.05. Contractor’s And Subcontractors’ Employees

- A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors’ employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

10.06. Contractor To List Trades Working

- A. Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that daily list to Owner at least weekly, preferably daily.

10.07. Contractor’s Use Of The Site

- A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-

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owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior written approval from Owner.

ARTICLE XI – PROSECUTION AND PROGRESS OF THE WORK

11.01. Contractor To Submit Required Schedules

- A. Contractor shall submit schedules and reports within the timeframe provided in Document 00 100, Shop Drawings and Submittal Procedures in the appropriate quantity and within the required time and in accordance with the Contract Documents (see Document 01 3300 (Contractor Submittal Procedures).
- B. Upon the County Issuance of the Project's Notice to Proceed the GC shall immediately prepare and submit all contractual related submittals for review and approval to the County. All activities pertaining to this section shall be completed within the first 30 calendar days from issuance of the Notice to Proceed.
- C. Contractor shall submit to Owner for review and discussion at the Preconstruction Conference and again prior to the first payment application. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefor.
- D. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

11.02. Contractor To Submit Submittals And Shop Drawings

- A. Upon the County Issuance of the Project's Notice to Proceed the GC shall immediately prepare and submit all contractual related submittals for review and approval to the County. All activities pertaining to this section shall be completed within the first 30 calendar days from issuance of the Notice to Proceed.
- B. Contractor shall submit submittals and Shop Drawings to Owner (or Architect/Engineer if Owner so designates) for review in strict accordance with Contract Documents. Submission of a Shop Drawing shall constitute Contractor's representation that all requirements of Contract Documents have been complied with. All submittals will be identified as Owner may require and in the number of copies specified.
- C. Contractor shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal. Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Shop Drawing and Sample Submittals accepted by Owner, any related Work performed prior to Owner's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Contractor.

11.03. Contractor To Maintain Cost Data

- A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Proposal estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request and whenever it is generated.

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- B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
- C. Owner shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Article XI at any time during the Project and for a period of five (5) years following Final Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.
- D. Contractor shall maintain in a safe place at the Site one (1) record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

11.04. Contractor To Supply Sufficient Workers And Materials

- A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three (3) Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner will deduct from monies due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.
- C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed

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an approval of existing Work progress or a waiver or limitation of Owner's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner's other rights under any provision of the Contract Documents.)

11.05. Contractor To Locate Underground Facilities

- A. During construction, Contractor shall comply with Government Code sections 4216 to 4216.9, and in particular section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two (2) working days, but no more than fourteen (14) calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."
- B. Contractor shall contact USA (Underground Service Alert), and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 3020 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents, including without limitation Articles II and VIII of this Document 00 7200.
- C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 3020 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

11.06. Contractor To Protect Underground Facilities

- A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
- B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.
- C. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 00 3020 (Geotechnical Data and Existing Conditions) and

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information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

11.07. Contractor To Not Disrupt Owner Operation

- A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with, as further described in Document 01 1000 (Summary of Work).

ARTICLE XII – CLAIMS BY CONTRACTOR / NON-JUDICIAL SETTLEMENT PROCEDURE

12.01. Scope

- A. The claim notice and documentation procedure described in this Article XII applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier, and any claims arising under tort law as well as contract law. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Article XII. Under no circumstances shall any Subcontractor or supplier make any direct claim against Owner.
- B. “Claim” means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a “claim,” the written demand must state that it is a claim submitted under this Article XII. A voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate notice and claim in compliance with claim submission requirements herein.
- C. The provisions of this Article XII constitute a non-judicial claim settlement procedure, and also step one of a two-step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with this contract claims procedure and filing/administering timely contract claims in accordance with the Contract Documents. Step two is filing a timely Government Code section 910 claim in accordance with the California Government Code. Any Government Code section 910 claims shall be presented in accordance with the Government Code and shall affirmatively indicate Contractor’s prior compliance with the claims procedure herein and previous dispositions under this Article.
- D. The provisions of this Article XII shall survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.02. Procedure

- A. Disputed Work. Should any clarification, determination, action or inaction by Owner or Architects/Engineers, Work, third party, or any other event whatsoever, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents in any way, or otherwise result in Contractor seeking additional compensation in time or money or damages

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for any reason (collectively “Disputed Work”), then Contractor shall so notify Owner. Contractor and Owner shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes.

- B. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the determinations of Owner. Contractor’s sole remedy for Disputed Work is to pursue the remedies in this Article XII and follow the determinations of Owner.
- C. Timely Notice of Disputed Work Required. Before commencing any Disputed Work, or within five (5) Days after Contractor’s first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and preliminary cost proposal for the Disputed Work with Owner stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The written notice must identify the subcontractors, vendors, suppliers effected, if any, sufficient for Owner to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Contractor is encouraged to supply digital photographs by email if possible. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. Unless an extension of time is allowed under paragraph 12.06.C. below, if a written notice and preliminary cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice of the Disputed Work, Contractor shall waive its rights to further claim on the specific issue.
- D. Timely Notice of Potential Claims Required. Owner will review Contractor’s timely notice and preliminary cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, then Contractor shall so notify Owner, in writing, within ten (10) Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. If Owner should fail to provide a decision on a notice and preliminary cost proposal within thirty (30) days, then Contractor shall submit a notice of potential claim within ten (10) days following the thirtieth (30th) day, i.e., or by the 40th day following the notice and preliminary cost proposal. Contractor shall continue to prosecute the Disputed Work to completion.
- E. Quarterly Claims Required. (Not used)
- F. Claim Updates Required. If Disputed Work persists longer than a thirty (30) calendar days, the Contractor shall, every month thereafter quarter until the Disputed Work ceases, submit to Owner a document titled “Claim Update” that shall update and quantify all elements of the claim as completely as possible. Contractor’s failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s). Contractor shall also maintain a continuing “claims log” that shall list all outstanding claims and their value, and provide such log to Owner quarterly.
- G. Claim Negotiations required. Upon receipt of Contractor’s formal claim(s) including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, Owner or its designee will review the issue and render a final determination. Contractor and Owner may mutually agree upon a claims resolution protocol, a neutral facilitator or mediator, or other alternative dispute resolution procedures, as appropriate. Owner may in its discretion conduct an administrative hearing on Contractor’s

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claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further document, schedules or analysis requested by Owner to evaluate and decide Contractor's claim.

12.03. Claim Format

- A. Contractor shall submit the formal claim(s) with a cover letter and certification of the accuracy of the formal claim.
- B. The formal claim(s) shall list separately each notice of potential claim that Contractor intends to pursue as a formal claim(s), and for each such item separately, Contractor shall provide the following:
 - 1. Summary of the claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;
 - 2. List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, and any others;
 - 3. Chronology of events and correspondence;
 - 4. Analysis of claim merit;
 - 5. Analysis of claim cost; and
 - 6. Attach supporting cost and schedule documents as required in this Article and elsewhere in the Contract Documents (e.g., Document 01 2600).
- C. For each notice of potential claim that Contractor intends to pursue as a formal claim, Contractor shall establish in the formal claim a direct causal link between the separate item of cost/time requested, the separate notices of potential claim timely issued, and the specific changed Work asserted. Total cost claims shall not be allowed.
- D. Claims shall be calculated in the same manner as Change Orders per Document 01 2600 (Contract Modification Procedures). EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), OWNER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN DOCUMENT 01 2600.

12.04. Action on Claims and Mediation

- A. Final Decision. Upon receipt of General Contractor's formal claim(s) including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, and if the claims negotiations are unsuccessful, Owner or its designee will review the issue and render a final determination. If Owner should fail to provide a decision, then such claims shall be deemed denied after 45 days following their receipt.
- B. If Contractor's claims submitted in accordance with this Article XII at Project completion total less than \$375,000, then claims resolution shall first proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code.
- C. If Contractor's claims submitted in accordance with this Article XII at Project completion exceed \$375,000, then, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, such claims must first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation, having a minimum of twenty (20) years' experience in the construction industry. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the

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mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

12.05. Subcontractor Claims

- A. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

12.06. Waiver

- A. If Contractor fails to comply with this Article XII as to any claim, then Contractor shall waive its rights to such claim. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Article XII, may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action.
- B. Contractor may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and Owner must give its approval in writing (which approval may be withheld in Owner discretion.) Further, if Contractor provides its written notice and preliminary cost proposal under paragraph 12.03.B. above within 11 to 25 Days of first knowledge of the Disputed Work (i.e., up to 15 Days late), then Owner will approve the late submission provided Contractor demonstrates a manifest lack of prejudice to Owner. As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written change order signed by both parties and approved as to form by their legal counsel.
- C. Owner shall not be deemed to waive or alter any provision under this Article XII, if at Owner's sole discretion, a claim is administered in a manner not in accord with this Article XII.
- D. Owner in its sole discretion, may consider GENERAL CONTRACTOR's substantial compliance with the required initial notice and cost proposal, provided GENERAL CONTRACTOR demonstrates good faith and a manifest lack of prejudice to Owner from late written notice, for example, contemporaneous Owner/GENERAL CONTRACTOR discussions and review of Disputed Work with full opportunity to investigate and verify costs and work performed. Under no circumstances may substantial compliance be considered when the required written notice is more than twenty-one (21) calendar days late.

12.07. Intent

- A. The claim notice and documentation procedure described in this Article 12 is intended to require notice and sufficient documentation of claims, potential claims, disputes and disagreements, to permit discussions and negotiations of the matters in question, between and among all parties involved, prior to and contemporaneously with the matters in question, in sufficient time for the parties to make informed decisions, mitigate and document costs and potential costs.
- B. Under no circumstances may this procedure be interpreted, modified or viewed to permit, claims, potential claims or change order requests for Disputed Work that has been performed, covered up or otherwise become unavailable for reasonable contemporaneous verification and negotiation with involved parties

ARTICLE XIII – LEGAL AND MISCELLANEOUS

13.01. Laws And Regulations

- A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and

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persons connected with Work, and shall, to the greatest extent permitted by law, protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

- B. Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.
- C. Contractor shall comply with applicable portions of Title 8 (Industrial Relations), Title 19 (Public Safety), Title 22 (Social Security, Division of Health) and Title 24 (California Building Standards Code), California Code of Regulations (Uniform Building Code) (most recent edition), Public Contract Code. Whenever Contract Documents require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Contract Documents shall govern. Whenever Contract Documents require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.
- D. Contractor shall maintain in the Project Office a current copy of Title 19 and Title 24 of the California Code of Regulations at all times during construction.

13.02. Permits And Taxes

- A. Owner shall procure building permit. Contractor shall procure all other permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

13.03. Suspension Of Work

- A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Document 01 2600 (Contract Modification Procedures). No adjustment shall be made to extent that:
 - 1. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
 - 2. An equitable adjustment is made or denied under any other provision of Contract Documents; or
 - 3. The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article XII of this Document 00 7200.

13.04. Termination Of Contract For Cause

- A. Owner may declare Contractor in default of Contract Documents and Owner may terminate Contractor's right to proceed under the Contract Documents for cause:

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1. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within sixty (60) Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
 2. Should Contractor commit a material breach of the Contract Documents. If Owner declares Contractor in default due to material breach, however, Owner must allow Contractor an opportunity to cure such breach within ten (10) Days of the date of notice from Owner to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) Days, Contractor must provide Owner within the ten-Day period with a written plan [“cure plan”] acceptable to Owner to cure said breach which includes, for example, evidence of necessary resources, actual Subcontractor commitments, actual labor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Contractor must then diligently commence and continue such cure according to the written cure plan); or
 3. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) Days of the date of the notice from Owner to Contractor demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) Days, Contractor shall provide Owner within the ten-Day period with a written plan to cure said violation acceptable to Owner, and then diligently commence and continue performance of such cure according to the written plan.)
- B. If Owner at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided above, then Owner may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which Owner may advise Contractor of in writing. Contractor shall, within 10 Days of Owner’s request, deliver a written cure plan which meets the requirements of the written cure plan deliverable defined above. Failure of Contractor to provide such written assurances of performance and the required written cure plan, within ten Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.
- C. In event of termination for cause, Owner will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 00 6113.12 (Construction Performance Bond). Subject to the Surety’s rights under the Performance Bond (which rights are waived upon a default thereunder), Owner may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
- D. In the event of termination for cause:
1. Owner will compensate Contractor for the value of the Work delivered to Owner upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides Owner with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, Owner will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.

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2. Contractor shall deliver to Owner possession of the Work in its then condition including, but not limited to, all designs, architectural and engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period, and all other materials and products procured/produced as part of, or acquired in connection with performance of Work before termination. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this subparagraph shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and failure to comply with Contract Documents.
3. Owner's rights under this subparagraph shall be specifically enforceable to the greatest extent permitted by law. Owner shall, to the extent applicable, have all other rights and remedies set forth in any Request for Proposal Document.
- E. Owner may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with a completing contractor as required under Article VI of this Document 00 7200.
- F. In the event a termination for cause is later determined to have been made wrongfully or without cause, then Contractor shall have no greater rights than if a termination for convenience had been effected (to include, as appropriate, the recovery rights specified therefore.) Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Article XII of this Document 00 7200. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

13.05. Termination Of Contract For Convenience

- A. Owner may terminate for convenience the performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination for convenience may only be effected by Owner delivering to Contractor a written "Notice of Termination for Convenience", specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.
- B. After receiving a notice of termination for convenience under this subparagraph, and except as otherwise directed by Owner, Contractor shall:
 1. Stop Work under the Contract Documents on date and to extent specified in notice of termination for convenience;
 2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
 3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 4. Assign to Owner in manner, at times, and to extent directed by Owner, all right, title, and interest of Contractor under orders and subcontracts so terminated. Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of Owner to extent Owner may require. Owner's approval or ratification shall be final for purposes of this subparagraph;

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6. Transfer title to Owner, and deliver in the manner, at the times, and to the extent, if any, directed by Owner, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to Owner;
 7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that Owner directs or authorizes, any property of types referred to in this subparagraph, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by Owner. Proceeds of transfer or disposition shall be applied to reduce payments to be made by Owner to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as Owner may direct;
 8. Complete performance of the part of the Work which was not terminated by the notice of termination; and
 9. Take such action as may be necessary, or as Owner may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which Owner has or may acquire interest.
- C. After receipt of a notice of termination for convenience, Contractor shall submit to Owner its termination for convenience claim, in form and with all certifications required by Article XII of this Document 00 7200. Contractor's termination for convenience claim shall be submitted promptly, but in no event later than six (6) months from effective date of the termination. Contractor and Owner may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this subparagraph. If Contractor and Owner fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this subparagraph, Owner's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:
1. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent (10%) of direct costs of such Work. When, in Owner's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
 2. A reasonable allowance for profit on actual and allowable cost of Work performed as determined in this subparagraph, provided that Contractor establishes to Owner's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent (5%) of cost.
 3. Reasonable costs to Contractor of handling material returned to vendors, delivered to Owner or otherwise disposed of as directed by Owner.
 4. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
 5. Except as provided in this subparagraph, Owner shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of

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- preparing and submitting Contractor's Proposal, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
6. Owner shall have no obligation to pay Contractor under this subparagraph unless and until Contractor provides Owner with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.
- D. In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):
1. All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;
 2. Any claim which Owner may have against Contractor in connection with Contract Documents; and
 3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this subparagraph, and not otherwise recovered by or credited to Owner.

13.06. Contingent Assignment Of Subcontracts

- A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to the termination for cause subparagraphs herein.
 2. The Assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
 3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.12 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
 4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense, sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
 5. Nothing in this subparagraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.07. Remedies and Contract Integration

- A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the Superior Court of the State of California for County of San Mateo. All Owner remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.
- B. The Contract Documents, any Contract Modifications and Change Orders shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or

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referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.

- C. In any proceeding to enforce the Contract Documents, Contractor and Owner agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability, claims and time extension procedures, and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.
- D. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

13.08. Patents

- A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Proposal price for doing the Work. To the greatest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board, Architects/Engineers and each Owner representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, royalties, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnities or ordered by a court or administrative body of any competent jurisdiction.

13.09. Substitution For Patented And Specified Articles

- A. Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or equal" and Contractor may offer any substitute material or process that Contractor considers equal in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6600 (Substitution Request Form) as provided in Document 00 2001(Instructions for Proposals). A substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

13.10. Interest Of Public Officers

- A. No representative, officer, or employee of Owner, no member of the governing body of the locality in which the Project is situated, no member of the locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one (1) year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

13.11. Limit Of Liability

- A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO,

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ARCHITECT/ENGINEER AND EACH OTHER OWNER REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

13.12. Severability

- A. Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.
- B. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.13. Force Majeure

- A. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees, agents, or representatives.

13.14. Ownership & Use of Instruments of Service

- A. All materials prepared by Contractor pursuant to this Agreement, including drawings, specifications, and related Project documents are the property of Owner. Contractor must provide Owner with such materials at appropriate times during this Agreement, and on termination or suspension of this Contract. Contractor may retain a copy for its records. Contractor conveys, assigns and transfers the intellectual property rights it has to such materials to Owner.
- B. In the event Owner re-uses the completed construction documents prepared pursuant to this Contract Agreement, in total or in part, on this Project site or any other site, or to complete any incomplete portion of construction documentation which Owner has already paid Contractor, Owner will defend, indemnify, and hold Contractor harmless from any and all claims, loss, damage, defense costs, expense, and other costs resulting from such use of Contractor prepared documents, unless Owner enters into an agreement with Contractor for Services in connection therewith.

13.15. Smoking Prohibited

- A. Contractor will observe County law and policies prohibiting smoking in designated areas, including, but not limited to, on and around the San Mateo County Government Center.

13.16. Construction

- A. The parties intend that any legal principle favoring construction of language for or against the drafter in case of dispute does not apply to this Agreement.

13.17. Compliance with Applicable Laws and Regulations

- A. Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Consultant, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act, and the standards and regulations issued there under.
- B. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

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13.18. Contracting Principles

- A. All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all consultants and contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Consultant/Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

13.19. (Not Used)

13.20. Waiver

- A. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

13.21. Governing Law; Venue; Jurisdiction

- A. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of California, without reference to its conflicts of law principles. All disputes hereunder shall be subject to the exclusive jurisdiction of the San Mateo County Superior Court ("Selected Venue") and each party hereby irrevocably and unconditionally consents to personal jurisdiction of the Selected Venue.

13.22. (Not Used)

13.23. (Not Used)

13.24. Contract Execution

- A. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County. If Contractor provides an electronic copy of a signed contract to the County, Contractor shall also provide the original signed contract to the County within ten (10) days of providing the electronic copy to the County in order to enforce its rights under the contract.

13.25. Assignment of Clayton Act, Cartwright Act Claims

- A. Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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 Contractor for sale to the County pursuant to this Agreement.

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13.26. Authority

- A. Each party executing the Contract Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Contract Agreement on the entity's behalf.

13.27. Wage Theft Prevention

- A. Compliance with Wage and Hour Laws: Contractor and any subcontractors it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.
- B. County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.
- C. Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

13.28. Living Wage

- A. Unless otherwise exempted or prohibited by law or County policy, where applicable, as required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the San Mateo Living Wage Ordinance, including but not limited to paying all Covered Employees the current Living wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13.29. California Public Records Act

- A. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If the County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Services provided pursuant to this Agreement, the County will notify Contractor of the request. If Contractor contends that any documents are confidential or proprietary material, not subject to the CPRA, and/or exempt from the CPRA, and Contractor wishes to prevent disclosure of said documents, Contractor shall obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Mateo County before the County's deadline to respond to the CPRA request. If Contractor fails to obtain such remedy within the County's deadline, the County may disclose the requested information without liability. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) that may result from denial, withholding or redaction of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

13.30. Conflicts of Interest

- A. Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

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- B. In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any Consultant or person having such an interest. Consultant, including but not limited to Consultant's employees and sub-consultants, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- C. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.
- D. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

13.31. Assignment

- A. No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

13.32. Third Party Beneficiaries

- A. This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

ARTICLE XIV – MODIFICATIONS OF CONTRACT DOCUMENTS

14.01. Alterations, Modifications And Force Account Work

- A. No modification or deviation from the Drawings and Specifications will be permitted except by written addenda, written Change Order or written Supplemental Instruction.
- B. Owner may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.

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- C. Owner may make changes to the Work during the course of construction to bring the Work into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. Contractor shall be compensated for changes affecting the Contract Time or Contract Sum of the Work as set forth in this Article XIV and in Document 01 2600 (Contract Modification Procedures).
- D. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
 - 1. The Work performed in connection with the change to be made;
 - 2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 - 3. The extent of the adjustment in the Contract Time, if any.
- E. A Change Order will become effective when signed by Owner. If Owner exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles XII and XIV of this Document 00 7200, then the resulting Change Order shall be effective when signed by Owner, notwithstanding that Contractor has not signed it.
- F. Changes not affecting the Contract Time or Contract Sum of the Work, in Owner's discretion, may be set forth in a written RFI-Reply executed by Owner. Execution of such an RFI-Reply constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.
- G. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Document 01 2600 (Contract Modification Procedures), except in cases of emergency discussed in this Document 00 7200.
- H. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Contractor and Owner may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then Owner will reach a determination, which shall be final, subject to Contractor's rights under Article XII of this Document 00 7200. In all cases Contractor shall perform the changed Work as directed by Owner subject to Contractor's rights under Article XII of this Document 00 7200.
- I. Contractor shall, upon Owner's request, permit inspection of the original unaltered Proposal estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.
- J. Changes in the Work made pursuant to this Article XIV and extensions of Contract Time necessary by reason thereof shall not in any way release the guaranties and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
- K. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Document 01 2600 (Contract Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays or impacts. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Document 01 2600 in order to request, claim or prove compensation for delay.
- L. Change Orders and authorization for extra cost must follow the Contract pursuant to Public Contract Code section 7501(d)(2).

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14.02. Time Allowances

- A. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.
- B. The Contract Time will be adjusted in an amount equal to the time lost due to:
 - 1. Changes in the Work ordered by Owner;
 - 2. Acts or neglect by Owner, Architects/Engineers, any Owner representative(s), utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or
 - 3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this subparagraph, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.
- C. The Contract Time shall not be extended for any cause identified immediately above, however, unless:
 - 1. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);
 - 2. A claim for delay is made as provided herein; and
 - 3. Contractor submits a Time Impact Evaluation as required under Document 01 3200 (Construction Progress Documentation) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

14.03. Notice Of Delay

- A. Within five (5) Days of the beginning of any delay, Contractor shall notify Owner in writing, by submitting a Notice of Delay that shall describe all anticipated delays resulting from the delay event in question. Any request for extension of time shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph.

14.04. Non-Compensable Time Extensions; Adverse Weather Parameters

- A. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both Owner and Contractor (including, but not limited to, adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics, acts of other contractors or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.
- B. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed or referenced immediately below in this subparagraph. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters and Contractor proves adverse weather actually caused delays to work that is on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one (1) Day of an adverse weather day occurring. Rain parameters are as follows, pro-rated in the month Contractor starts and finishes Work:
 - 1. January, [8];
 - 2. February, [6];
 - 3. March, [6];
 - 4. April, [5];
 - 5. May, [2];
 - 6. June, [0];
 - 7. July, [0];

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8. August, [0];
9. September, [2];
10. October, [4];
11. November, [8]; and
12. December, [8].

In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed .1 of an inch or more at the Newark, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay to the Work, following the procedures in this paragraph and the Contract Documents. Notwithstanding the foregoing allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed above.

- C. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.
- D. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- E. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

14.05. Compensable Time Extensions

- A. Contractor may receive a time extension and be compensated for delays caused directly and solely by Owner. Provided Contractor provides proper notice and documentation under as required by the Contract Documents, such compensation may include extended field or home office overhead, field supervision, escalation charges, acceleration costs and extended subcontractor costs.
- B. Contractor shall not be entitled to any time extension or compensation, however, for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either Owner or others.
- C. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:
 1. Owner's right to sequence the Work in a manner which would avoid disruption to Owner's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; Owner's enforcement of any government act or regulation; or the provisions of the Contract Documents; and
 2. Extensive requests for clarifications or Contract Modifications or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by Owner or its consultants in a reasonable time commensurate with Contract Documents requirements.

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14.06. Liquidated Damages

- A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that Owner will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by Owner as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- B. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by Owner for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof.
- C. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, Owner may deduct liquidated damages based on its estimated period of late completion, in compliance with Document 00 5201 (Agreement). Owner need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to Owner.

14.07. Differing Site Conditions

- A. In the event that Contractor encounters any site conditions that exceed the scope of the Work, then Contractor shall promptly give Owner written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, and is not within the scope of Work ("hazardous waste"); (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available for Proposals prior to the deadline for submitting Proposals, that Contractor did not and could not have known about by performing its required pre-Proposal investigations; or (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 the contract, that Contractor did not and could not have known about by performing its required pre-Proposal investigations.
 - 1. Owner shall promptly investigate the conditions, and if it finds that (i) the conditions do materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii) cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, then (iii) Owner shall initiate a Change Order under the procedures described in the contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Document 01 2600 (Contract Modification Procedures).
 - 2. If Owner determines that the conditions at the Site do not materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do not involve hazardous waste outside the scope of the Work, or do not cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, or for any other reason that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons.

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3. In the event that a dispute arises between Owner and Contractor whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, 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 the Contract or by law which pertain to the resolution of disputes and protests between contracting parties.
- B. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:
 1. Contractor knew of the existence of such conditions at the time Contractor submitted its Proposal; or
 2. Contractor should have known of the existence of such conditions at the time Contractor submitted its Proposal, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents, including without limitation, the investigation requirements herein at Articles II and X of this Document 00 7200;
 3. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions made from Owner-provided report and information used to the extent outlined in Document 00 3020, of the kind that this Document 00 7200 precludes reliance upon; or,
 4. Contractor was required to give written notice and failed to do so within the time required.
- C. If, because of a differing site condition as defined herein, Contractor does not agree to continue with the Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with Owner's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article XII of this Document 00 7200.

14.08. Change Orders Related to Underground Facilities

- A. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner or in information on file at USA or is not otherwise reasonably known to Contractor by performing its obligations in Articles II and X of this Document 00 7200, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article XV of this Document 00 7200), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- B. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, for Underground Facilities either not shown or inaccurately shown in the Contract Documents, the information supplied pursuant to Document 00 3020 (Geotechnical Data and Existing Conditions) or in information on file at USA, only where the inaccuracy was (i.) material and outside of the normal experience on projects of this nature, (ii.) was not reasonably inferable from existing information, and (iii.) directly results in a material, justifiable and actual increase in the cost of Contractor's work. For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, or if the Underground Facility could be determined or its cost impact mitigated by performing the obligations in Articles II and/or X of this Document 00 7200, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated or was shown at a different place or a different elevation in the Contract

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Documents, in the information supplied to Contractor pursuant to Document 00 3020, or in information on file at USA.

- C. Main Line and Trunk Line Utilities (Government Code section 4215). Consistent with Government Code section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 00 3020 (Geotechnical Data and Existing Conditions). Owner will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 00 3020 with reasonable accuracy, and equipment on the Project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

ARTICLE XV – WORKING CONDITIONS AND PREVAILING WAGES

15.01. Use Of Site/Sanitary Rules

- A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner's approval.
- B. Contractor's employees, or others subject to the Contractor's control, are not permitted to reside on the Project Site in temporary living facilities.
- C. The use or possession of alcohol, weapons, or illegal controlled substances by the Contractor, or others subject to the Contractor's control, on County property is prohibited.
- D. The Contractor must ensure and maintain a workplace environment free of personal harassment and intimidation. Conduct that creates an intimidating, hostile, or offensive workplace environment is prohibited. Such conduct includes, but is not limited to, the following: verbal harassment, e.g., epithets, derogatory comments or slurs; physical harassment, e.g., assault, impeding or blocking movement, gestures, or any physical interference with normal work or movement; and visual forms of harassment, e.g., derogatory posters, letters, poems, graffiti, cartoons, or drawings. Unwelcome and unwanted sexual advances constitute sexual harassment that is prohibited. It is the responsibility of the Contractor to: inform its employees and Subcontractors that behavior that creates an intimidating, hostile, or offensive workplace environment is prohibited; create a workplace environment that is free from harassment; and take corrective action to stop prohibited behavior/conduct. If in the opinion of the Owner's Authorized Representative, any employee of the Contractor or Contractor's Subcontractors violate the prohibitions of this Article XV, Contractor must immediately remove that person or Subcontractor from the Project upon Owner's request, and such person or Subcontractor must not be permitted to perform further Work on the Project Site.
- E. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.
- F. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

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- G. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02. Protection Of Work, Persons, Property And Operations

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to Owner's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by Owner in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any facilities, operations, or real or personal property of Owner, its officers, employees, agents, invitees, licensees, lessees or contractors.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury, loss or interruption to any property or operations of Owner or continuous owners of property interests, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work. Contractor shall give all notices required by potentially responsible insurance carriers and require that its subcontractors and suppliers do the same.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and Owner receives satisfactory evidence to that effect.

15.03. Responsibility For Safety And Health

- A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner's safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.
- B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to

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persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

- C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed: Owner designated routes for ingress and egress thereto and any other Owner designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04. Emergencies

- A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.05. Use Of Roadways And Walkways

- A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.06. Nondiscrimination

- A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

15.07. Prevailing Wages

- A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
- B. Contractor shall forfeit, as a penalty to Owner, up to Two Hundred Dollars (\$200.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles I and II of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this subparagraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the Labor Code, but no sum shall be so withheld,

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- retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to Labor Code section 1775 shall determine the final amount of forfeiture.
- C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
- D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.
- E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code sections 1810-1815.
1. Eight (8) hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any workman employed on the Project is limited and restricted to eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week.
 2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.
 3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
 4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
- F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code section 1776.
1. Contractor and Subcontractors must keep accurate payroll records, 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 him or her in connection with the Work of the Contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code section 1776.
 2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code section 1776.
 - a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five (5) working Days, provide a notice of a change of location and address.
 - b. Contractor or Subcontractor has ten (10) Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Contractor or Subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100.00) for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty

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assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.

3. Contractor shall also deliver certified payrolls to Owner with each Application for Payment as described in Section 01 2900 (Payment Procedures).
4. Contractor shall comply with Project Labor Agreement for the Project and all requirements of Public Contract Code 20146.

15.08. Environmental Controls

- A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code section 11017. Contractor shall be responsible for insuring that Contractor's employees, Subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.09. Shoring Safety Plan

- A. At least five (5) Days in advance of excavating any trench five (5) feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
- B. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Contractor of its responsibilities under this subparagraph.
- C. Cal/OSHA Permit. Contractor shall comply with Labor Code section 6500 and shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:
 1. Construction of trenches or excavations that are five (5) feet or more in depth and into which a person is required to descend.
 2. Construction or demolition of any building, structure, or scaffolding for falsework more than three (3) stories high, or the equivalent height (36 feet).
 3. Erection or dismantling of vertical shoring systems more than three (3) stories high, or the equivalent height (36 feet).
 4. The underground use of diesel engines in basements, excavations or tunnels.

END OF DOCUMENT 00 7200

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DOCUMENT 00 7301

SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE 1 – SUMMARY

1.01. This Document 00 7301 includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions) and Division 1 General Requirements.

ARTICLE 2 – CROSS-REFERENCES

2.01. Notwithstanding any other provision in the Contract Documents, any reference to any General Requirements Section, or portion thereof, shall mean and refer to the Contract Document or applicable portion thereof which addresses the topic at issue.

ARTICLE 3 – NOT USED

ARTICLE 4 – SUBLETTING AND SUBCONTRACTING

4.01 When taking bids for the construction work of the Project, in the specifications prepared for the work or in the general conditions under bids will be received for the doing of the work, bidders shall be required to set forth the information required in Public Contract Code § 4104.

ARTICLE 5 – IMPLEMENTATION OF COUNTY OF SAN MATEO WASTE MANAGEMENT PLAN

5.01 Please refer to the San Mateo County Office of Sustainability's Construction and Waste webpage (at <http://www.smcsustainability.org/waste-reduction/construction-demolition/>) for detailed requirements of the County's Waste Management Plan.

ARTICLE 6 – IMPLEMENTATION OF HAZARDOUS MATERIAL REMEDIATION

6.01 GENERAL CONTRACTOR shall provide hazardous material abatement and detailed Work Plans for the demolition work in accordance with Hazardous Material Abatement Specifications as provided by the Owner. Contractors shall carefully review Part 1 through Part 3 as provided below and incorporate the requested scope of work in their proposals.

END OF DOCUMENT 00 7301

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DOCUMENT 00 7311

INSURANCE AND INDEMNIFICATION

ARTICLE I – INSURANCE REQUIREMENTS

1.01 General – Insurance Requirements

- A. Contractor shall procure and maintain insurance which will protect Contractor, Trade Contractors, Subcontractors, and Owner from claims which may arise from, result from, or have connection to, Contractor's actions or inactions relating to the Project and the Work, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- B. Insurance shall extend coverage for completed operations that extend beyond acceptance of the certification of completion for defects, warranties, and maintenance obligations, if any, for ten (10) years. The insurance shall be for coverages and amounts in accordance with the estimated construction cost. The insurance shall also include coverage for the following areas at the minimum limits specified below:
1. Worker's Compensation: as required by the California Labor Code;
 2. Employer's Liability: \$1,000,000 per accident;
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate;
 4. Completed Ops (10 years): \$1,000,000;
 5. Personal/Advertising Injury: \$1,000,000;
 6. Damages to Rented Premises: \$250,000;
 7. Med pay: \$100,000;
 8. Umbrella/Excess Liability: \$1,000,000;
 9. Commercial Automobile: \$1,000,000 combined single limit per accident for bodily injury and property damage, primary for any auto, including all owned, non-owned, and hired vehicles;
 10. Builder's Risk: Contractor shall procure and maintain in effect a Builders' Risk (course of construction) insurance with the broadest possible coverage for completed value of the Work but include all materials, machinery, equipment, and supplies owned by Contractor or which Contractor has assumed legal liability for, to be used in the fabrication, erection, or construction of the project. No deductible shall exceed \$100,000, per occurrence except for earthquakes, earth movement or flood. Builder's Risk Policies shall contain the following provisions: (a) Owner and Subcontractors of every tier shall be named as an additional insured loss payee; and (b) Coverage shall contain a mutual waiver of subrogation in favor of Contractor, Subcontractors at every tier, and the Owner, its officials, employees, agents, and only to the extent of onsite activity, design or engineering professionals; (c) Owner and Contractor will share equally in payment of all deductibles from a covered event due to act of God events including earthquake, earth movement, and flood.

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11. Contractor's Pollution Liability Insurance: Contractor's Pollution Liability Insurance on an occurrence basis, with limits of at least \$5,000,000 per occurrence and \$10,000,000 policy term aggregate for bodily injury, property damage, cleanup costs and claim expenses, arising at or emanating from the Project Site arising from all operations performed on behalf of the Contractor. Subcontractors will provide Pollution Liability coverage as required by their specific Subcontract. Such insurance shall provide liability coverage for both sudden and gradual releases arising from the Work. CPL policy shall name Owner, Contractor, and all Subcontractors of all tiers as insureds. Contractor shall be responsible at its own expense for an obligation for each loss payable under this insurance that is attributable to the Contractor's acts, errors, or omissions, or the acts, errors, or omissions of any of its Subcontractors, or any other entity or person for whom Contractor may be responsible. The amount of the obligation shall be based on the amount of the initial Contract Price, as follows: (1) The portion of the obligation applying to the Contractor or Subcontractor shall be the responsibility of the Contractor and shall remain uninsured. Contractor shall promptly pay its charge pertaining to any loss. The Owner, in addition to its other remedies, may back charge Contractor for the obligation and deduct the back-charged amount from Contractor's next progress payment or final payment.
12. Professional Liability Insurance: Each licensed professional (**Professional**) engaged by Contractor to perform portions of the Work shall maintain the following insurance at its sole cost and expense Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$2,000,000 combined single limit for each claim. Any per claim Deductible or SIR in excess \$100,000 shall be subject to Owner's prior written approval in Owner's sole discretion. Should Professional not provide this insurance on an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project with a retroactive date which precedes the date that Work is first performed, and shall maintain such insurance in effect for not less than three years following Final Completion of the Project. If Professional is a design-build Subcontractor (of any tier), or a member of, or an employee, consultant or contractor to, such a design-build Subcontractor, Professional must maintain at least \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate in Professional Liability Insurance, and any Deductible or SIR in excess of \$100,000 shall be subject to Owner's prior written approval in Owner's sole discretion.
- C. If the Contractor maintains higher limits than the minimums shown above, the Owner requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

1.02 Deductibles and SIR's

- A. Contractor shall state all Deductibles and Self-Insured Retentions (SIR). Deductibles and SIRS shall not be more than Contractor can reasonably bear and losses inside the deductible shall never be charged back to the County. Any per occurrence Deductible or SIR in excess of \$250,000 shall be subject to Owner's prior written approval in Owner's sole discretion.

1.03 Additional Insured Matters

- A. Neither Owner, any other additional insured nor any other party to be indemnified by Contractor as required by this Document 00 7311 or elsewhere in the Contract shall be responsible for

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any insurance deductible, SIR, uninsured retention or uninsured loss of Contractor for which Contractor is responsible under the Contract.

- B. Contractor liability policies may not have any restriction on the payment of any deductible, SIR or any other amount described in Paragraph 1.03.A. above. In the event that Contractor is legally or financially unable to make such payment, or for any other reason does not make the payment, Owner may, in its sole discretion and without waiving or excusing Contractor's failure to make any required payment, make any such payment or portion thereof. Owner may deduct and retain such amount from any sums due Contractor under Contract Documents, or collect such amount by any means otherwise permitted by the Contract and applicable law.

1.04 Acceptable Insurers

- A. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance company(s) must be duly licensed to do business in the State of California and must have and maintain a current A. M. Best Company rating of A-,VII or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner. If such increases result in additional costs to Contractor, Contractor may seek a Contract Modification for the actual cost (without additional markup, overhead, profit or any other amount) of such insurance as provided in Contract Documents.

1.05 Required Endorsements, Declarations and Certificates of Insurance.

- A. All insurance policies required under Paragraph 1.01 above shall be endorsed, in a form and manner acceptable to Owner, as follows (except that Paragraphs 1.05.A.1 and 1.05.A.5 will not apply to any Workers' Compensation and Employer's Liability Insurance, and only Paragraph 1.05.A.3 below will apply to Professional Liability Insurance):
1. The County of San Mateo, including all subsidiary and affiliated entities, and their respective Board of Trustees and their employees, representatives, inspectors (including without limitation Project Inspector), consultants (including without limitation Architect/Engineer and its consultants), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought.
 3. Such insurance shall be primary and no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.
 4. Such insurance shall contain a provision requiring the insurance companies to waive their rights of subrogation against Owner and all additional insureds, as well as other insurance companies for the Work.
 5. The payment of any deductible or SIR shall not be restricted to payment by the Named Insured or other Insured and any Additional Insured or other third party may make such deductible or SIR payment to comply with any policy deductible or SIR payment requirements.
- B. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Paragraph 1.01 above. The page shall include the name of the insurance company, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.
- C. Contractor or its insurance broker shall submit a Certificate of Insurance for each policy under Paragraph 1.01 above and all endorsements required therein. Certificates and endorsements shall have clearly typed thereon Owner Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to the County of San Mateo at the address listed in Document 00 5201 (Agreement), sixty (60) Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents.

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1.06 Delivery of Certified Copies

- A. Upon Owner's request, Contractor shall submit to Owner, within seven (7) days, certified copies of the actual insurance policies or renewals or replacements.

1.07 Further Deliveries

- A. Contractor shall provide Owner with Certificates of Insurance and endorsements as required, and also requested copies of insurance policies, and renewals all of which are to be currently in effect and in accordance with other provisions of the Contract, no later than thirty (30) days before any Work is started and continued. Evidence of each insurance policy renewal shall be acceptable to Owner and shall be provided to Owner not less than thirty (30) days prior to the expiration date of the term of the policy.

1.08 Payment of Premiums

- A. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, Owner may take out comparable insurance, at Contractor's sole cost and expense, and Owner may deduct and retain amount of premium from any sums due Contractor under Contract Documents or collect such amount by any means otherwise permitted by the Contract and applicable law.

1.09 Maintenance of Policies

- A. Contractor shall keep insurance in force during warranty and guarantee periods, in addition to such other periods required by this Document 00 7311 and other provisions of Contract Documents. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.

1.10 Injuries to Employees

- A. If injury occurs to any employee of Contractor or Subcontractor (of any tier) for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Owner under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from Owner, Owner may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Owner is compelled to pay compensation, Owner may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Owner.

1.11 Subcontractors' Insurance

- A. Except as provided in paragraph 1.11.B. below, all Subcontractors shall maintain the same insurance required to be maintained by Contractor (with the same deductibles/SIR's and other requirements) with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof of insurance thereof to Contractor and Contractor will maintain such documents and renewals thereof until the Work is completed and through any warranty and guaranty period. Contractor shall also provide Owner, within ten (10) days of Owner's request, a complete copy of the Subcontractor's proof of insurance.
- B. Subcontractors need to obtain only \$1,000,000 limits each for Commercial General Liability, Commercial Auto Liability and Employers Liability Coverage B insurance, and obtain Owner's prior written approval in Owner's sole discretion of any Deductible or SIR in excess of \$100,000.

1.12 [Not used]

1.13 Loss of Use Insurance

- A. Owner, at its option, may purchase and maintain such insurance as will insure Owner against the loss of use of its property due to fire or other similar hazards, however caused. The existence of such insurance benefiting Owner shall not reduce or limit any obligations of Contractor under the Contract Documents, including without limitation Contractor's obligation to complete the Work within the Contract Time for the Contract Sum, and such insurance shall

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not reduce the amount of damages from Contractor or any other amount under Contract Documents to which Owner would otherwise be entitled.

1.14 Project Safety Requirements

- A. All Project safety requirements regardless of the type of insurance program implemented for this Project shall be fully binding on Contractor and Subcontractors without adjustment to any element of Contract Sum.

1.15 Insurance Is Independent

- A. Nothing in this Document 00 7311 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations. The insurance, including additional insured status, required by this Document 00 7311 is in addition to and separate from any other obligations contained in Contract Documents, including without limitation indemnification obligations.

ARTICLE II – [NOT USED]

ARTICLE III – RESPONSIBILITY OF CONTRACTOR AND INDEMNIFICATION

3.01 Contractor’s Responsibility for the Work

- A. Except for damage caused by the sole negligence, willful misconduct or active negligence of Owner or its agents, Contractor shall be solely responsible for any loss or damage that may happen to any part of the Work, materials or other things used in performing the work, injury, sickness, disease, or death of any person as a result of the Work, or resulting damage to property.
- B. Owner and each of its officers, employees, representatives, inspectors, consultants and agents including, but not limited to the Board, Architects/Engineers and each Owner Representative (Owner Parties), shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person as a result of the Work; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- C. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against each of the Owner Parties.
- D. Contractor also waives subrogation rights under applicable insurance policies, to the greatest extent permitted by law, and will require this same waiver of subrogation by its subcontractors, in all policies of insurance, against all other project participants, to include Contractor, Subcontractors, all Owner Parties government agencies, engineers and other inspectors.

3.02 Claims Arising from the Work

- A. To the furthest extent permitted by law (including without limitation California Civil Code section 2782), Contractor shall assume defense of, and indemnify and hold harmless, each of the Owner Parties, from and against claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney’s fees and consultant’s fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

3.03 Scope of Indemnification Obligation

- A. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them. In the event of loss, however, Contractor shall give all required notices to all insurance

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carriers, and shall require its subcontractors to do the same. Owner may, in its discretion, request evidence of such notices form Contractor.

3.04 Scope of Contract Limitations of Liability

- A. To the furthest extent permitted by law (including, without limitation, Civil Code section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.

END OF DOCUMENT 00 7311

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DOCUMENT 00 7315

NATURALLY OCCURRING ASBESTOS

ARTICLE I – SUMMARY

1.01. This Document 00 7315 includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions) as they apply to naturally occurring asbestos at the Site or at some other location at Sanchez-Adobe Visitor Center which makes compliance with applicable naturally occurring asbestos requirements relevant to the Project.

ARTICLE II – SUPPLEMENT TO DOCUMENT 00 7200 PARAGRAPH 1.03 “PRECEDENCE OF DOCUMENTS”

2.01. Add new paragraph at the end of Paragraph 1.03 that reads:

- A. Notwithstanding anything to the contrary above, should any provision or requirement of any Contract Document conflict with another provision or requirement in the Contract Documents on subject matters of naturally occurring asbestos, then the most stringent provision or requirement shall control.

ARTICLE III – SUPPLEMENT TO DOCUMENT 00 7200 PARAGRAPH 13.01 “LAWS AND REGULATIONS”

3.01. Add new paragraphs at the end of Paragraph 13.01 that read:

- A. Without limiting the foregoing, Contractor shall comply with all applicable requirements of the BAAQMD and any other applicable governmental requirements pertaining to naturally occurring asbestos, including without limitation all obligations to limit dust thereof. These requirements include, but may not be limited to, the following:
1. Title 17 CCR, Section 93105, Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations
 2. Title 17 CCR, Section 93106, Asbestos Airborne Toxic Control Measure for Surfacing Operations.
 3. Bay Area Air Quality Management District Compliance and Enforcement Division Compliance Advisory dated August 8, 2006, Subject “Asbestos Airborne Toxic Control Measure (ATCM) For Construction And Grading Projects.”
 4. [Not Used]
- B. Contractor has the sole responsibility for determining compliance with all matters related to naturally occurring asbestos. Without limiting the foregoing, Contractor shall develop and implement dust control measures during construction and mitigation of all disturbed areas completed which are acceptable to Owner.

ARTICLE IV – SUPPLEMENT TO DOCUMENT 00 7200 PARAGRAPH 13.04 “TERMINATION OF CONTRACT FOR CAUSE”

4.01. Add a new Paragraph at the end of paragraph 13.04 that reads:

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- A. Notwithstanding anything in Paragraph 13.04 to the contrary, Owner shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents on any matter involving the exposure of persons or property to naturally occurring asbestos. However, if the breach exposing persons or property to naturally occurring asbestos is due solely to an ordinary, unintentional and non-reckless failure to exercise reasonable care, then the procedures in Paragraph 13.04 for termination for default shall apply without modification.

END OF DOCUMENT 00 7315

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DOCUMENT 00 7380

APPRENTICESHIP PROGRAM

ARTICLE I – COMPLIANCE REQUIRED

1.01. Contractor and Subcontractors shall comply with the requirements of California Labor Code §§ 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE II – CERTIFICATION OF APPROVAL

2.01. California Labor Code § 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one (1) *hour* of apprentices work for every five (5) *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeypersons), except:

- A. When unemployment for the previous three (3) month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5);
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 2 - FUND CONTRIBUTIONS

2.01. Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprentice able trades on such contracts and if other contractors on the public works site are making such contributions.

ARTICLE 3 - SKILLED AND TRAINED WORKFORCE REQUIREMENTS

3.01 Notwithstanding anything to the contrary contained in this Document 00 7380 and within the Contract Documents, Contractor is required to comply with the provisions of Public Contract Code 20146(c) and Public Contract Code 2600-2602. Contractor shall use a skilled and trained workforce as required by the Public Contract Code 20146(c)(1) and Public Contract Code 2600 through 2602. Contractor, and its subcontractors at every tier, will comply with the requirements of Public Contract Code Chapter 2.9 Skilled and Trained Workforce Requirements [2600-2602]. Contractor will provide to Owner, on a monthly basis while the project or contract is being performed, a report demonstrating compliance with Public Contract Code Chapter 2.9. If the Contractor fails to prove the monthly report, or provides a report that is incomplete, Owner shall withhold further payments until a complete report is provided. If a monthly report does not demonstrate compliance with Public Contract Code Chapter 2.9, County shall withhold further payments until Contractor provides a plan to achieve substantial compliance with this chapter, with respect to the relevant apprenticeable, occupation prior to completion of the Project.

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ARTICLE 4 - APPRENTICESHIP STANDARDS

- 4.01.** Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT 00 7380

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DOCUMENT 01 1000

SUMMARY OF WORK

ARTICLE I – GENERAL

1.01. Summary

- A. Document includes summary of work including:
 - 1.02 Work Covered By Contract Documents
 - 1.03 Proposal Items, Cost Items, Allowances, and Alternates
 - 1.04 Work Under Other Contracts (Not Used)
 - 1.05 Future Work (Not Used)
 - 1.06 Work Sequence
 - 1.07 Work Days and Hours
 - 1.08 Cooperation of Contractor and Coordination with Other Work
 - 1.09 Maintenance, Product Handling, and Protection
 - 1.10 Partial Occupancy/Utilization Requirements
 - 1.11 Contractor Use of Premises and Coordination with Owner
 - 1.12 Lines and Grades
 - 1.13 Protection of Existing Conditions, Structures, and Utilities
 - 1.14 Damage to Existing Property
 - 1.15 Noise and Vibration Control
 - 1.16 Dust Control
 - 1.17 Odor Control
 - 1.18 Parking
 - 1.19 Laydown/Staging Area
 - 1.20 Permits
 - 1.21 Punch List Verification
 - 1.22 Unfavorable Construction Conditions
 - 1.23 Construction Site Access
 - 1.24 Site Administration
 - 1.25 Not Used
 - 1.26 NPDES Stormwater Permit Requirements
 - 1.27 Construction Safety Risk Assessment (CSRA)
 - 1.28 Not Used
 - 1.29 Not Used
 - 1.30 Not Used
 - 1.31 Welding Permit Requirements
 - 2.01 Products Ordered In Advance
 - 2.02 Owner-Furnished Products
 - 2.03 Preservation of Cultural Resources
 - 3.01 Safe Use of Pesticides
 - 3.02 Air Pollution Control
 - 3.03 Water Pollution Control
 - 3.04 Sound Control
 - 3.05 Worker's Sanitary Provisions & Use of Owner's Facilities
 - 3.06 Equal Opportunity Requirements
 - 3.07 Foreign Materials & Assemblies
 - 3.08 Preservation of Cultural Resources

1.02. Work Covered By Contract Documents

- A. The Project is comprised of the following Project Components as described below:

1. Submittals/Pre-Construction Activities

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- i. Upon the County Issuance of the Project's Notice to Proceed the GC shall immediately prepare and submit all contractual related submittals for review and approval to the County. All activities pertaining to this section shall be completed within the first 30 calendar days from issuance of the Notice to Proceed. Other activities that are required but not limited to:
 - A. Submission of all contract related submittals
 - B. Prepare and submit to the County for approval a Critical Path Method Project Schedule. Schedule must be created and updated using Microsoft Project scheduling software.
 - C. Prepare, submit and obtain approval from the County a Schedule of Values (SOV) to be utilized for payment measurements. The SOV shall be submitted in CIS format.
 - D. Identify any long lead items that will have a challenging procurement.
 - E. Identify any substitution requested. Substitutions requested shall be provided in accordance with **Document 00 7200**. Substitutions that are submitted that are not in compliance with the Document 00- 7200 will not be considered.
 - F. Conduct Pre-installation Meeting(s) as required with all trades performing work of the project prior to them executing their scope. The meetings shall be schedule at least two weeks prior to the start of their work. The County shall be in attendance for each individual meeting.
 - G. Submit, coordinate, procure and obtain approvals/permitting from the authorities having jurisdiction as required to facilitate the relocation, installation of utilities and construction of all scope required by this contract. The County will provide County Project Building Permit. GC to be responsible for any trade permits required for installation, encroachment, street closure or traffic light signal removal/reinstall.

2. Construction Activities

- i. The proposer shall also have experience working with the applicable regulatory agencies and have knowledge of the various County permit application processes.
- ii. Due to sensitive onsite resources, onsite monitoring is required. Contractor shall adhere to guidelines set by onsite monitor. Monitor shall be provided by Owner
- iii. The scope of services required for this project proposal shall include but not limited to all drawings and specifications as well as items listed below:

Grading and Site Improvements

1. Proposer shall clear site of vegetation (17500 sqft approximately). All stripings shall remain onsite and spread out.
2. Proposer shall excavate and grade building pad for the New Sanchez-Adobe Visitor Center to a depth of 3' below finish floor. Existing soil shall be excavated from building area and used to fill around building to achieve new finish grades. Scarify and compact crawl space area.
3. Proposer shall trench perimeter and interior foundation footings to a depth of 2' below crawl space. Excess soil is to be used a fill around building and or for backfill of foundation.
4. Proposer shall install perimeter 4" perforated sub drain piping with fabric and clean drain around foundation. Backfill perimeter of foundation.
5. Proposer shall scarify and compact existing soil for new parking lot, building pad and restroom area (17,500 approximately sqft). Import grade and compact recycle base rock for parking lot, building pad, restroom, and walkways around buildings to achieve finish grades.
6. Proposer shall install concrete roll gutter (188 ft approximately), sidewalk around bathroom (550 sqft approximately) & valley gutter (58 ft approximately). Concrete shall be 2,500 PSI mix with no color and broom finish.
7. Proposer shall excavate bio-retention pits (3 ea), approximately 600 sqft approximately. Install 2.5' of drain rock (per pit), 2' of bio mix (per pit), (1) GO type catch basin, 80' of SDR35 SD pipe, 42' of Dura Slope channel drain, 9' of Cobble Energy dissipater with grout and 105' of landscape swale.
8. Proposer shall grade for new 5 ft wide base rock pathway, approximately 1,200 ft with 4 inches of recycle base rock. Excess soil from grading of pathway shall be spread onsite.

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9. Proposer shall be responsible for the Installation of 416' (approximately) of 4" fire service, 245' of ¾" domestic water line, 4" backflow device with cage, FDC connection, hot tape with valve at city main line and replacement of concrete and asphalt as necessary.
10. Proposer shall be responsible for the Installation 324' of new gravity sewer lateral with (5) clean outs. Tie into existing sewer system on site.
11. Proposer shall pave parking lot with 3" of ½" asphalt.

Foundation Work

12. Proposer shall layout the Concrete Foundations
 13. Proposer shall furnish and install rebar templates and rebar for footings
 14. Proposer shall pour Concrete on Footings (8 ea)
 15. Proposer shall furnish all formwork for stem walls
 16. Proposer shall furnish and install thirty-five (35 ea) steel embeds
 17. Proposer shall pour Steam Walls
 18. Proposer shall strip all Formwork
 19. Selected proposer shall provide project management and supervision as required to maintain the quality, schedule, budget and contract requirements throughout all phases of construction/installation and project close-out activities.
 20. Selected proposer shall be responsible for the establishment and implementation of an approved project safety and quality control programs.
 21. Proposer shall warrant all work for a period of one (1) year commencing from the date the County occupies the building or the date of repair, whichever is later, and for longer periods as provided by equipment manufacturers or suppliers. The proposer shall repair or replace any and all deficient or defective work, provided that the work was properly maintained and/or used, together with any other work that is displaced during repair or replacement without expense to Owner. The proposer will procure all subcontractor and manufacturer express warranties required under the contract documents on the Owner's behalf and will transmit the warranties to Owner before completion of the work prior to occupancy. This provision will survive completion of Project and/or termination of this contract.
 22. Upon completion, preparation and delivery of warranties; coordination and submission of record documents in hardcopies and electronic formats (PDF and other native formats of the source files); preparation and delivery of maintenance and operation manuals; management and completion of training programs; and administering closeout of the Project shall all be provided to the County at no additional cost.
- B. The selected GC will be responsible to achieve the completion all scope as directed within the contract documents no later than **one hundred and thirty seven calendar days (137)** after the issuance of the Notice to Proceed. The selected GC will be responsible for scheduling and executing all of the work within the duration provided above
- C. The Authorities Having Jurisdiction (AHJ) for all Project components includes, but are not limited to, State and Pacifica Fire Marshals, City of Pacifica, County of San Mateo Environmental Health Department, County of San Mateo Planning and Building Department and all other relevant agencies.
- D. Furnish all labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents.
- E. Proposal shall be submitted in the following manner as described in Document 00 4001:

Direct Cost of Construction for Base bid, GC's Overhead & Profit, and Bonds, Insurance, & Taxes.
As Described in Section 1.02 of this document 00 1001

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Add Alternate: All Site Utilities outside footprint of the Visitor Center and Restroom - Prior trenching has been completed and backfilled by the Owner. Contractor shall be responsible to use existing trenching due to sensitive on-site constraints.

- F. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, drawings or otherwise required by the Contract Documents.
- G. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.
- I. Contractor's use of the premises for Work and storage is limited to the area indicated.
- J. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, low voltage etc.) at the Site and/or required to perform the Work.
- K. Existing materials and equipment removed and not reused as a part of the Work shall be offered for return to the Owner. Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged and reused or to remain the property of Owner. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.
- L. Salvaged items not to be reused in the Work, but to remain Owner's property shall be delivered by Contractor in good condition to Owner.
- M. Any items specified or indicated to be salvaged which are damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items.
- N. Contractor may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property.
- P. Existing materials and equipment removed by Contractor shall not be reused in the Work, except where so specified or indicated. Remove, cut, alter, replace and repair existing equipment and casework, as necessary to install new Work. Except as otherwise shown or specified, do not cut, alter or remove any structural Work, and do not disturb any ducts, plumbing, gas, or electrical Work without approval of Owner. Existing Work (walls, structures, partitions, floors, mechanical and electrical Work, etc.) disturbed or removed as a result of performing required new Work, shall be restored to the original conditions. Existing Work to be altered or extended and that found to be defective in any way, shall be reported to Owner before commencing Work. Materials and workmanship used in restoring Work, shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.
- Q. Prior to Proposal, Contractor shall review all existing facilities that are related to this Contract and shall be familiar with all utilities requirements and construction.
- R. Provide overall management control and coordination of all the parties under its control involved in Project's construction phase including, but not limited to, all Trade Subcontractors and direct material suppliers or equipment suppliers, and coordination with all other parties involved in Project's construction phase including, but limited to, Project Inspector, inspection and testing companies, surveyors, state and local authorities, Architects/Engineers, and all pertinent Owner departments.
- S. Prepare and process letters, paperwork and other related elements for the administration of the Project. Maintain construction files to properly organize and keep all necessary documents.
- T. Continually track, coordinate and manage to manage change order, COR, ACD, ASI, CCD, submittal log, RFI tracking, deficiency lists, payment requests, etc.
- U. Coordinate access to the Work by Owner's inspection personnel for random job site visits. Document preconstruction conditions of the site and adjacent improvements through photographs and advise if other measures are reasonably necessary.
- V. Ensure that as-built documents are being recorded as construction progresses and deliver these documents to Owner when construction is complete. GENERAL CONTRACTOR shall make its best efforts to see that the documents are organized, indexed and complete.
- W. Continuously comply with all testing, inspection and observations (TIO) requirements and all other statutory requirements.
- X. As part of Project close out, collaborate with Owner's Project team, including without limitation Owner, Project Inspector and Architects/Engineers, to develop and implement procedures for:

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completion of punch list items, TIO documentation, operational systems and equipment, training Owner's building maintenance staff, and initial startup, commissioning and testing. Prepare and deliver warranties, coordinate and submit as-built drawings, prepare maintenance manuals, complete training programs, and administer Project closeout. Ensure performance of all warranty obligations, resolution of all claims and disputes, and other post-construction requirements through Final Completion.

- Y. Proposers may download Architectural and subconsultant by going to the following link: <https://cmo.smcgov.org/pdu>

1.03. Proposal Items, Cost Items, Allowances, And Alternates

- A. Descriptions of Lump Sum Proposal and Cost Items (listed by Cost Item Numbers) That Comprise the Contract Sum.
- a. Cost Item 1. Direct Cost of Construction for Base Bid that is the Aggregate total Cost of Work of Subtrade including Self-Perform Subtrade Work: As provided in Document 00 5201 (Agreement).
 - b. Cost Item 2-4. Bonds, Insurance and Taxes. As described and identified on Appendix D hereto and as required per Document 00 6113.12, Document 00 6113.18 and Document 00 7311.
- B. Descriptions of Unit Price Items and Basis of Measurement for Payment.
1. [not used]
- C. Allowances.
1. (not used) Allowance work shall be done as Change Orders and as specified in Document 01 2600 (Contract Modification Procedures). Identify Allowance Items work on the Progress Schedules and on Applications for Payment.
 2. The amounts given below with each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the applicable Proposal and Cost Items indicated below.
 3. If the cost of work done under any Allowance Item is less than the amount given below for that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given below and the cost of work actually done. If the cost of work done under any Allowance Item is greater than the amount given below for that Allowance Item, the Contract Sum shall be increased by the difference between the amount given below and the cost of work actually done.
 4. Scope of Allowances for Proposal and Cost Item 3 (GENERAL CONTRACTOR's General Conditions): [not used]
 5. Scope of Allowances for Cost Item 5 (Aggregate Trade Subcontractor Cost): [not used]
- D. Alternates.
1. Cost Item 5. Alternate: All Site Utilities outside footprint of the building.
- E. Payment of all items is subject to provisions of Contract Documents, including without limitation Document 01 2900 (Payment Procedures).
- F. For all Proposal and Cost Items, furnish and install all work indicated and described in Specifications, drawings and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Item, or unit of Work, shall be deemed incorporated into the description of each Proposal or Cost Item (whether Lump Sum, Unit Price).
- G. Contractor shall develop its schedule of values and monthly payment applications to track progress, pricing and completion of each Proposal and cost item. Proposal and Cost Items are not intended to be exclusive descriptions of work categories and GENERAL CONTRACTOR shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Proposal or Cost Item as shown and specified.
- H. Any Trade Subcontract Proposal or Proposal or Cost Item within a Trade Subcontract Proposal, may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Proposal or Cost Items or prices therefore.

1.04. Work Under Other Contracts

- A. [not used]

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1.05. Future Work

- A. (not used]

1.06. Work Sequence

- B. Contractor acknowledges that shoring will be required to maintain a safe excavation and to protect facilities, including both existing and recently constructed under this Contract. All expenses for shoring of excavations shall be included in the appropriate cost items.
- C. Contractor acknowledges that management of surface and groundwater will be required at the Site, particularly during and after rain. Contractor shall take all appropriate measures, including, but not limited to, dewatering, pumping, diversion and removal of surface and ground water from the Site and adjacent property, lime treatment where necessary, to prevent accumulations of water and to facilitate reasonable construction progress during and after rains, and SWPP compliance. See also paragraph 1.26 below.

1.07. Work Days And Hours

- A. Normal working days and hours: .Monday-Friday inclusive, 7:00 a.m.-5:00 p.m., local time, or as approved in writing by Owner representative.
- B. Contractor is advised that operating hours in the areas where work will be performed may vary and flexibility in hours should be incorporated into the Project Schedule at no additional cost to Owner.
- C. Work at the Site on evenings (except as provided above), Sundays or holidays is not permitted, unless Contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion. In the case of Work by Contractor other than normal working hours identified in paragraph 1.07.A. above, Contractor shall be responsible for any additional inspection costs incurred by Owner. Such costs may be withheld from any succeeding monthly progress payment.
- D. Connections to or Alterations of Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections or alterations to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric, as the Plans require. In each case, Contractor shall provide advance notice to and receive permission from Owner or the owning utility prior to undertaking any connection or making any alteration.
- E. Contractor shall protect facilities against deleterious substances and damage.
- F. Normal Hours Of Work for Contractor's operations, which are located within city limits, must comply with County of San Mateo ordinances and requirements of the City of Pacifica. Contractor's operations in the County's unincorporated areas or areas which border a city, town or other county must comply with requirements of San Mateo County or requirements adopted by other jurisdictions, whichever are more stringent. In case of conflict between the requirements of a city, the County, and the requirements of the Contract Documents, the most restrictive requirements will govern.

1.08. Cooperation Of Contractor And Coordination With Other Work

- A. Contractor shall coordinate with Owner and any Owner forces, or other contractors and forces, as required by Document 00 7200 (General Conditions), Article VI.
- B. Contractor shall submit all required Coordination Drawings as soon as practical to insure efficient installations and to avoid conflicts. The timing of said submittals may vary depending on the timing of shop drawing approvals and equipment and material submittals, but must be in time to allow for proper review and approval before the start of work associated with the coordination drawings.
- C. Contractor shall coordinate the construction schedule with the schedule of Owner for normal power service installation.
- D. Noise: Construction activities shall at all times comply with applicable local noise ordinance and applicable Cal-OSHA regulations. Contractor shall further coordinate and schedule construction operations as specified herein.

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1.09. Maintenance, Product Handling, And Protection

- A. Contractor shall transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance. Contractor shall provide Owner with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
- C. Packaging. Contractor shall provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
- D. Contractor shall remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection. Contractor shall protect all finished surfaces. Contractor shall be required to provide materials and labor for permanently affixed items to the house.
- F. Asbestos Removal. If, during the progress of the Work, suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and immediately notify Owner, and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.
- G. Asbestos Removal Subcontractor's Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of Owner that it has successfully completed at least three asbestos removal projects, that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.
- H. Asbestos Removal Methods. The hazardous material removal Subcontractor shall follow the County Work Plan provided in Document 00 7301 Supplementary Conditions before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.
- I. Cost of maintenance of systems and equipment prior to either Substantial Completion or Final Completion will be considered as included in prices Proposal and no direct or additional payment will be made therefore.

1.10. Partial Occupancy/Utilization Requirements

- A. Contractor shall allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the overall Work.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.
- D. If so requested by Owner, Contractor shall make available, in areas occupied, on a 24-hour per day and seven-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Contractor shall make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.

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- E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.
- F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).
- G. Use by Owner of Work or part thereof as contemplated by this Document 01 1000 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.
- H. Owner may specify in the Contract Documents that portions of the Work shall be substantially completed on dates prior to substantial completion of all of the Work. Contractor shall notify Owner's Representative and Architect/Engineer in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.11. Contractor Use Of Premises And Coordination With Owner

- A. Contractor shall confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Contractor shall not unreasonably encumber Project Site with materials or equipment.
- C. Contractor shall limit use of premises for work and for storage. No storage of construction materials outside designated areas will be permitted.
- D. Contractor shall assume full responsibility for protection and safekeeping of products stored on premises.
- E. Contractor shall move any stored products that interfere with operations of Owner or other contractor.
- F. Contractor shall coordinate parking, storage, staging, and work areas with Owner, and comply with all other Contract documents requirements.

1.12. Lines And Grades

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.
- B. Upon request, Owner shall provide basic horizontal and vertical control points to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.
- C. Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as Owner (and/or any Architect/Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor. Although measurement, sampling, and testing may be considered evidence as to conformity with the Drawings, Owner's Authorized Representative is the sole judge as to whether the Work or materials deviate from the requirements of the Drawings, and the decision of the Owner's Authorized Representative as to any allowable deviation therefrom is final.
- D. Contractor shall keep Owner informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by Owner may be done with minimum inconvenience to Owner and minimum delay to Contractor.
- E. Contractor shall remove and reconstruct Work which is improperly located.

1.13. Protection Of Existing Structures, Utilities And Special Conditions

- A. For all work involving trenching or excavation of any type, Contractor shall locate all known existing installations and underground facilities, before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.

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- B. Additional utilities whose locations are unknown to Owner are suspected to exist. Contractor must be alert to their existence and, before excavation Work begins, shall develop appropriate safety measures to prevent harm to such additional utilities and then employ those safety measures during the Work. Contractor also, before excavation Work begins, shall develop a delay mitigation strategy to employ if additional utilities are encountered. If additional utilities are encountered, Contractor must immediately begin delay mitigation efforts and report to Owner for disposition of the Work affected by the additional utility discovery.
- C. Additional special underground conditions whose locations are unknown to Owner may exist, including without limitation Native American burial sites. Before excavation Work begins, Contractor shall develop, submit for review and employ appropriate safety measures during the Work to prevent harm to such special conditions and develop a delay mitigation strategy to employ if such special conditions are encountered. If such additional special conditions are encountered, Contractor must immediately notify Owner, coordinate with Owner as necessary or requested, begin delay mitigation efforts, and report to Owner for disposition of the Work affected by the discovery of the underground condition.
- D. In addition to reporting, if a utility or special underground condition is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).
- E. Additional compensation or extension of time on account of utilities or other special underground condition not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.14. Damage To Existing Property

- A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, Owner.
- B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.15. Noise and Vibration Control

- A. Noise and vibration shall be kept to a minimum in construction operations. Use of jackhammers and rotohammers are not permissible, except with prior approval from Owner. Use of open-air radios is prohibited.
 - 1. Contractor shall conduct its Work in conformance with any noise abatement and control requirements of the County of San Mateo and City of Pacifica.
 - 2. Coredrilling, sawcutting and jackhammering of concrete inside and outside the building, and all construction Work within occupied spaces shall be performed on regular hours.
- B. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.
- C. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.
- D. Contractor shall ensure and provide certification to Owner that all construction equipment and vehicles used for the Work are:
 - 1. Maintained in good mechanical condition

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2. Equipped with properly installed engine mufflers

1.16. Dust Control

- A. Contractor shall take reasonable measures to prevent unnecessary dust and comply with ICRA Permit requirements. The following items shall be specifically implemented to control dust:
 1. All construction locations with active excavation shall be watered at least twice daily.
 2. Cover all trucks hauling soil, sand, and other loose materials.
 3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
 4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.
 5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
 6. Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.
- C. Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. Contractor will clean interior common areas (e.g., corridors, lobbies) at the end of each work day and as required by Owner.

1.17. Odor Control

- A. Contractor shall make every effort to minimize the levels of odors and fumes and similar items to the extent possible and in accordance with local ordinances or other requirements and with written authorization from Owner.

1.18. Parking

- A. Contractor shall be responsible for their own parking. The use of mass transit and carpooling are strongly encouraged.

1.19. Laydown/Staging Area

- A. Contractor shall utilize an **approved Owner's designated area** for storage of all construction materials, and no other area at or adjacent to the site. This area shall be fenced and locked by Contractor for security purposes.

1.20. Permits

- B. Contractor shall obtain all permits and licenses required for the Work, and shall pay all charges and fees, give notices necessary and incident to the due and lawful prosecution of the Work, unless otherwise specified.
- C. An approved set of plans and specifications shall be kept at the job site by the Contractor readily available for inspection during regular hours for the duration of the Project.
- D. Applicable permits: Permits, agreements, or written authorizations that are known by Owner to apply to this project are listed below.
 1. Building Permit. Owner will obtain Building Permit assisted by the Architects/Engineers.
 2. Cal/OSHA Permit. The Contractor shall obtain, all applicable permits required by Cal/OSHA, including but not limited to:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
 3. Shoring and trenching permit as required by OSHA and/or local authorities.
 4. All other permits that may be required, such as electrical, mechanical, fire prevention, encroachment, irrigation, grading, slope protection, tree cutting, etc., have not been applied for

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and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00 7200 (General Conditions).

5. See also Documents 01 4100 (Regulatory Requirements) and 01 4200 (References and Definitions).

1.21. Punch List Verification

- A. A punch list examination will be performed upon Substantial Completion of each Project Component. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor shall reimburse Owner for these additional visits.

1.22. Unfavorable Construction Conditions

- A. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work which will not be affected adversely by such conditions. Access for construction personnel shall be limited to 7:00 a.m. to 5:00 p.m. local time, or as approved by Owner representative. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner. The Contractor will employ best practices to manage the construction site during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

1.23. Construction Site Access

- A. Contractor shall at all times limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Contractor's access gate, at the location indicated on the Drawings.
- B. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address (at Contractor's gate), specifically arranged by Contractor for the Project. Contractor is responsible for providing adequate signage (subject to Owner approval) to alert delivery persons to the new address. Owner will not receive or forward Contractor mail or deliveries.

1.24. Site Administration

- A. Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site (except Owner's employees) to observe the same regulations as Contractor requires of its employees.

1.25. CEQA Mitigations

- A. (not used)
- B. (not used)

1.26. NPDES Stormwater Permit Requirements

- A. Owner is the responsible party for filing the Project's 'Notice of Intent' (**NOI**) and paying the annual permit fee. Upon obtaining permit coverage Contractor shall be fully responsible for implementing all requirements of the Construction General Permit, Order 2009-0009-DWQ, as amended (**General Permit**), and the Project's Storm Water Pollution Prevention Plan (**SWPPP**) (see Document 01 5700).
- B. Before disturbing any soil, Contractor shall verify that coverage under the General Permit has been obtained and that Owner has filed an NOI. Contractor shall implement and monitor the Project's

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SWPPP in accordance with all State of California Water Resources Control Board (SWRCB) requirements. Contractor shall have a Qualified SWPPP Practitioner (**QSP**) on the Project Site throughout the construction process as required by the SWRCB, and the QSP shall file all required reports with the SWRCB. Contractor shall be solely responsible for paying, and shall pay, any fines levied by the State of California for failing to file required reports or information.

- C. Without limiting the foregoing, Contractor shall:
1. Quarterly monitor and report on any non-storm water discharges, prepare pre-storm, during storm and post-storm reports and perform weekly BMP inspection reports.
 2. Before September 1 of each year the Project is under construction, compile and prepare all information required for the preparation of the Project's 'Annual Report' and shall submit it to Owner in a timely fashion so Owner can timely submit it to the SWRCB.
 3. At completion of construction, compile and prepare all information required for the preparation of the Project's 'Notice of Termination' (**NOT**) and shall submit it to Owner in a timely fashion so Owner can timely submit it to the SWRCB.

1.27. Construction Safety Risk Assessment (CSRA)

- A. Contractor shall coordinate a pre-construction site meeting and site walk for the sole purpose of conducting Owner's Construction Safety Risk Assessment (CSRA). The CSRA shall be conducted at least seven (7) working days prior to any construction work. The attendees for this meeting will be Owner's Project Manager, Project inspector, Contractor's Authorized Representative, and Owner's Environmental Health & Safety (EH&S) Representative.
- B. During this pre-construction site meeting and site walk the EH&S Representative will gain an understanding of the scope of the Project, identify potential safety hazards, and recommend safety measures that will be required to be implemented prior to any construction work. At the conclusion of this meeting and walk of the construction site Owner's CSRA form will be completed as required by Owner's EH&S policy.

1.28. Not Used

1.29. Not Used

1.30. Not Used

1.31. Welding Permit Requirements

- A. Contractor is required to submit Owner's Welding Permit for any hot work or any use of a sparking tool. This Welding Permit request must be submitted 48 hours in advance of the work.
- B. Contractor is required to follow and ensure that all Subcontractors and any other site visitor follow the Welding Permit requirements at all times when on Owner's campus. Failure to follow the Welding Permit requirements will result in the specific Contractor, Subcontractor or other site visitor being required to permanently leave Owner's campus.

ARTICLE II – PRODUCTS

2.01. Products Ordered In Advance: (N/A)

2.02. Owner Furnished/Contracted Installed Products (if required only)

See also Document 01 6400 (Owner Furnished Owner Installed/Contractor Installed (OFOI/OFCI) Items if required).

- A. Owner's Responsibilities.
 1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
 2. Arrange and pay for delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities.

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1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install, and finish products.
4. Repair or replace items damaged after receipt.
5. Install into Project per Contract Documents.

ARTICLE III – OTHER REQUIREMENTS

3.01. Safe Use of Pesticides

- A. Contractor must comply with all Federal, State and local rules and regulations governing pesticides that are required or used in performing Work.
- B. The term pesticide includes, but is not limited to: herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants, repellents, and any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes, and any substance or mixture of substances intended to use as a plant regulator, defoliant, or desiccant.
- C. Contractor must comply with San Mateo County Ordinance Code relating to integrated pest management and pesticide use. The Ordinance includes, but is not limited to specific requirements for:
 1. restricted or prohibited use of certain pesticides
 2. record keeping
 3. reporting
 4. public notice and posting requirements

3.02. Air Pollution Control

- A. Contractor and each Subcontractor must comply with all air pollution control rules, regulations, ordinances, statutes, and Project specific permit requirements of the Bay Area Air Quality Management District (**BAAQMD**) and all other regulatory agencies that apply to any Work performed. If there is a conflict between the Bay Area Air Quality Management District rules, regulations, ordinances, and statutes and the rules, regulations, ordinances, and statutes of other regulatory agencies, the most stringent shall govern.
- B. Contractor must not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate any regulations.
- C. Contractor must minimize dust nuisances resulting from performance of the Work, both inside and outside the Project limits, by applying either water or dust palliative, or both.

3.03. Water Pollution Control

- A. Contractor must comply with all Federal, State and local water pollution prevention and storm drain pollution prevention rules, regulations, ordinances, statutes, guidelines, and Project specific permit requirements.
- B. If required by law, ordinance, regulation, code, permit or the requirements of the Contract Documents, Contractor must prepare a Project Specific Storm Water Pollution Prevention Program (**SWPPP**). See also Paragraph 1.26 and Document 01 5700 (SWPPP).
- C. Contractor must exercise every reasonable precaution to protect storm drains, channels and all bodies of water from pollution, and must conduct and schedule operations so as to avoid or minimize muddying and silting of any waters. Contractor must construct whatever facilities are necessary or requested by Owner to provide prevention, control and abatement of water pollution.
- D. No provision of the Contract Documents relieves Contractor of responsibility for compliance with California Fish and Game Code §5650 et seq, and §12015 et seq, and applicable regulations of the Regional Water Quality Control Board, San Mateo County flood control and water district requirements, or other applicable statutes relating to prevention and removal of water pollution.
- E. Compliance with water pollution requirements does not relieve Contractor from responsibility to comply with all provisions of the Contract Documents, particularly Contractor's responsibilities for damage and preservation of property.

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3.04. Noise Control

- A. The Contractor must comply with all CAL OSHA requirements.
- B. The Contractor must comply with all local sound control and noise level rules, regulations, and ordinances that apply to any Work performed pursuant to the requirements of the Contract Documents.
- C. Noise level from and hours of Contractor's operations, that are located within city limits, must comply with city ordinances or requirements. Contractor's operations in the County's unincorporated areas or areas which border a city, town or other county must comply with the noise level requirements per the San Mateo County Ordinance Code, City of Pacifica Code and Ordinances, and other applicable requirements adopted by other jurisdictions, whichever are more stringent.
- D. Noise level requirements apply to all equipment used in the Project including, but not limited to, trucks, transit mixers, or equipment that may or may not be owned by the Contractor. The use of loud sound signals must be avoided in favor of warning lights except those required by safety laws for the protection of personnel.

3.05. Worker's Sanitary Provisions & Use of Owner's Facilities

- A. Contractor must conform to the rules and regulations for sanitary provisions established by the State, the County of San Mateo, and any other applicable jurisdictions.
- B. Contractor must provide and maintain toilets for use by its employees. These accommodations must be maintained in a neat and sanitary condition, and must comply with all applicable laws, ordinances and regulations pertaining to public health and sanitation.
- C. Contractor's personnel must not use Owner's facilities without express written permission, which will be at Owner's sole discretion. Such Owner's facilities include but are not limited to toilet facilities, food service facilities (cafeteria and coffee shop), utilities services of any kind, carts, fire extinguishers, parking, storage space and any other facilities and services.

3.06. Equal Opportunity Requirements

- A. The County of San Mateo is an equal opportunity employer. Contractor must comply with all applicable Federal, State, and local laws and regulations including San Mateo County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§503 and 504); California Fair Employment and Housing Act (Government Code §12900 et seq.); California Labor Code §1101 and §1102. Contractor must not discriminate against any Subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff rates of pay or other forms of compensation.

3.07. Foreign Materials & Assemblies

- A. Contractor must deliver materials or assemblies which are Manufactured or Fabricated outside of the United States ("**Foreign Materials & Assemblies**") to a location in San Mateo County unless otherwise directed in the Contract Documents, where they must be retained for sufficient time to permit inspection, sampling, and testing. Contractor, at no cost to Owner, must supply all facilities and arrange for all testing required by Owner. All testing by Contractor is subject to witnessing by Owner.
- B. Contractor must furnish Owner a Certificate of Compliance from the Manufacturer or fabricator of any Foreign Materials or Assemblies. In addition, Contractor must furnish certified mill test reports clearly identifiable to the lot of material where required in the Project Manual or otherwise requested by Owner.
- C. Use of steel Manufactured outside the United States is restricted to steel which can be positively identified as having been rolled at the heat for which certified mill tests can be produced.

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- D. Where Manufactured materials requiring mill test reports or Fabricated assemblies involving the welding of steel for structural steel members or the casting and pre-stressing of precast prestressed concrete members are to be performed outside the United States, such Manufactured materials or Fabricated structural members shall be provided only from those foreign Manufacturers and Fabricators who have previously established, to Owner's satisfaction, that they have the experience, knowledge, trained personnel, quality controls, equipment, and other facilities required to produce the quality and quantity of Work required.
- E. At Owner's option, prequalification of the plant and Manufacturer or Fabricator will be established either by the submission of detailed written proof thereof or through in plant inspection by representatives of the Owner, or both.
- F. Contractor must make written application to Owner for approval for foreign Fabrication at the earliest possible time and in no case less than fifty (50) Days before the planned start of Fabrication. The application must list the specific units or portion of Work that will be Fabricated outside of the United States.
- G. Contractor must advise Owner, in writing, at least twenty (20) Days before the actual start of any foreign Fabrication.
- H. All documents pertaining to the Contract, including but not limited to, correspondence, Bid Documents, Shop Drawings, Product Data, Record Documents, Requests for Information, and all other Submittals and data must be written in the English language and all numerical data must use the foot pound second system of measurement.
- I. Contractor is not entitled to an extension of Contract Time for acts or events occurring outside of the United States, and it is Contractor's responsibility to deliver Foreign Materials & Assemblies into the continental United States in sufficient time to permit timely receipt at the Project Site.

3.08. Preservation of Cultural Resources

- A. Pursuant to the National Historic Preservation Act of 1966, State laws and County ordinances, the following procedures are implemented to ensure historic preservation and fair compensation to Contractor for construction delays that may occur due to cultural resources discoveries.
- B. In the event potentially historical, architectural, archaeological or cultural resources (hereinafter "resources") are discovered during subsurface excavations at the Project Site, the following procedures apply:
- C. Owner will issue a "Cultural Resources – Suspend Work Order" Directing Contractor to temporarily suspend all operations at the location of such potential resources.
- D. Such "Cultural Resources – Suspend Work Order" will be effective until such time as a qualified Consultant can assess the value of such resources and make recommendations. Any "Cultural Resources – Suspend Work Order" will contain the following:
 - 1. A description of the potential resource, its location, and the area where Contractor's Work is suspended;
 - 2. A description of what part or all of Contractor's Work is suspended;
 - 3. Instructions regarding suspension of orders by Contractor for materials and services;
 - 4. Guidance regarding action to be taken by Subcontractors;
 - 5. Estimated duration of the temporary suspension.
- E. If the Consultant determines that the potential find is indeed a cultural resource, Owner will, as expeditiously as possible, advise Contractor in writing of the action to be taken regarding the find, and the anticipated time frame and extent of any Work suspension.
- F. Adjustment of Contract Time and Contract Sum
 - 1. If, in the approved Environmental Impact Report (EIR), the Work site was deemed "Archaeologically Sensitive", then the Contract Time(s) includes four (4) weeks of temporary suspension for cultural resources finds and there will be no payment for such suspension or any inefficiencies related thereto, up to a maximum cumulative duration of four (4) weeks delay to the Critical Path(s) of the Official Progress Schedule. If such suspension occurs, the first four (4) weeks of the Critical Path delay will be treated as an **excusable non-compensable delay** and the Contract Time will be extended in accordance with Document 00 7200.14.02 "Time Allowances."

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2. If a cultural discovery at an Archaeologically Sensitive site results in a cumulative Critical Path delay that exceeds four (4) weeks, then Contractor will be entitled to an adjustment of the Contract for the Critical Path delay in excess of four (4) weeks. The Critical Path delay in excess of four (4) weeks will be treated as an **excusable compensable delay** and the Contract Time will be extended in accordance with Document 00 7200.14.02 "Time Allowances."
 3. If a cultural resource discovery was unforeseen (i.e. if the Work site was not deemed "Archaeologically Sensitive" in the EIR), Contractor may be entitled to an adjustment of the Contract in accordance with Document 00 7200.14.02 "Time Allowances."
 4. If, as a result of a temporary suspension, Owner agrees that Contractor sustains a loss which could not have been avoided by judicious handling of its forces or equipment, or by redirection of forces or equipment to perform other Work on the Contract, Contractor will be paid for idle time of equipment and labor by Force Account as provided in Document 00 7200.14.01 "Alterations, Modifications and Force Account Work."
- G. Documentation
1. Beginning with the first Day of suspension, and for each following Day, Contractor must maintain detailed hourly records of the labor and equipment idled by such suspension, plus substantiation as to why such labor and equipment could not be used on other parts of the Work if such were the case. Such records must be of a form acceptable to Owner, signed by Contractor, and are subject to verification by Owner.
- H. Failure by Contractor to furnish the aforesaid records constitutes a waiver of Contractor's right to an adjustment in the Contract Sum.

END OF DOCUMENT 01 1000

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DOCUMENT 01 1000

APPENDIX A

**Bonds, Insurance and Taxes Requirements
(Proposal and Cost Item 2, 3, & 4)**

- A. Proposal and Cost Item 2, 3, & 4 compensates GENERAL CONTRACTOR for bonds, insurance and taxes

- B. Bonds, insurance and taxes compensated by this Proposal and Cost Item include without limitation:
 - 1. All bonds required to be obtained by GENERAL CONTRACTOR under Contract Documents, including without limitation Document 00 6113.12 (Construction Performance Bond) (if required) and Document 00 6113.18 (Construction Labor and Material Payment Bond), including all increases to those Bonds following assignment and novation of Trade Subcontracts.
 - 2. All insurance required to be maintained by GENERAL CONTRACTOR under Contract Documents, including without limitation all insurance required by Document 00 7311 (Indemnification and Insurance), excluding only worker's compensation insurance and any other insurance within the scope of Proposal and Cost Item 3.
 - 3. All taxes, including without limitation all sales and use taxes.

END OF APPENDIX D

END OF DOCUMENT 01 1000

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DOCUMENT 01 2600

CONTRACT MODIFICATION PROCEDURES

ARTICLE I – GENERAL

1.01. Summary

- A. Document includes:
 - 1. Description of general procedural requirements for alterations, modifications, and extras.
- B. Reference
 - 1. Public Contract Code Section 7105(d)(2).

1.02. General

- A. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.
- B. [Not Used]
- C. Only Owner may authorize changes in scope of Work or deviation from Contract Documents. (See also paragraph 1.03.A.).
 - 1. GENERAL CONTRACTOR may initiate changes by submitting a Change Order Request (**COR**), Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions, accompanied by a Cost Proposal (see paragraph 1.03.A).
 - a. A COR shall be submitted to request changes in the Contract Documents.
 - b. Notices of Differing Site Conditions shall be submitted in accordance with Document 00 7200 (General Conditions).
 - 2. GENERAL CONTRACTOR shall submit RFI's for clarifications in the Contract Documents.
 - 3. Owner may initiate changes by issuing an Instruction Bulletin (**IB**), Architectural Supplemental Instruction (**ASI**) or Amended Contract Document (**ACD**), which may revise, add to or subtract from the Work.
 - 4. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal (**RFP**).
 - 5. Owner may also, by Construction Change Directive (**CCD**), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon express written notice designating it as a CCD, consist of a Change Order executed by Owner only.

1.03. Procedures

- A. Cost Proposal and Procedures. Whenever GENERAL CONTRACTOR is required in this Document 01 2600 to prepare a Cost Proposal, and whenever GENERAL CONTRACTOR is entitled to submit a Cost Proposal and elects to do so, GENERAL CONTRACTOR shall prepare and submit to Owner for consideration a Cost Proposal using the form attached to this Document 01 2600. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in Paragraphs 1.04 and 1.05 of this Document 01 2600. After receipt of a Cost Proposal with a detailed breakdown, Owner will act promptly thereon.
 - 1. If Owner accepts a Cost Proposal, Owner will prepare Change Order for Owner and GENERAL CONTRACTOR signatures.
 - 2. If Cost Proposal is not acceptable to Owner because it does not agree with cost and/or time included in Cost Proposal, Owner will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Document

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- 01 2600, GENERAL CONTRACTOR shall have seven (7) Days in which to respond to Owner with a revised Cost Proposal.
3. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), Owner may order GENERAL CONTRACTOR to proceed on basis to be determined at earliest practical date.
- B. Request for Information. Whenever GENERAL CONTRACTOR requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, GENERAL CONTRACTOR may prepare and deliver an RFI to Owner. GENERAL CONTRACTOR shall use RFI format provided by Owner and Architect concurrently via email. GENERAL CONTRACTOR shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. GENERAL CONTRACTOR's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute GENERAL CONTRACTOR's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
1. GENERAL CONTRACTOR shall distribute response to all appropriate Subcontractors.
 2. If GENERAL CONTRACTOR is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
 3. If GENERAL CONTRACTOR believes the response is incomplete, GENERAL CONTRACTOR shall issue another RFI (with the same RFI number with the letter "A" indicating it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.
 4. If GENERAL CONTRACTOR believes that the response results in change in Contract Sum or Contract Time, GENERAL CONTRACTOR shall notify Owner with the issuance of a COR. If Owner disagrees with GENERAL CONTRACTOR, then GENERAL CONTRACTOR may give notice of intent to submit a Claim as provided in Article XII of Document 00 7200 (General Conditions), and submit its Claim as provided therein. If Owner agrees with GENERAL CONTRACTOR, or otherwise wishes GENERAL CONTRACTOR to submit a Cost Proposal, then GENERAL CONTRACTOR must submit a Cost Proposal to the Owner. GENERAL CONTRACTOR's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.
 5. GENERAL CONTRACTOR shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, GENERAL CONTRACTOR shall not be entitled to additional compensation for the effort required to submit the RFIs. GENERAL CONTRACTOR shall be responsible for both Owner and its Architects'/Engineers' administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.
- C. Supplemental Instruction or Field Modification. Owner may issue an Architectural Supplemental Instruction (**ASI**) or Amended Contract Document (**ACD**) (also called Field Modification) to GENERAL CONTRACTOR.
1. If GENERAL CONTRACTOR is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.
 2. If GENERAL CONTRACTOR believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then GENERAL CONTRACTOR must submit a COR and Cost Proposal to Owner at a time established by Owner.
- D. Construction Change Directives. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, Owner may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, GENERAL CONTRACTOR shall promptly proceed with the change of Work involved and concurrently

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respond to Owner's CCD at a time established by Owner.

1. GENERAL CONTRACTOR's response must be any one of following:
 - a. Return CCD signed, thereby accepting Owner response, time and cost.
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
 - c. Give notice of intent to submit a claim as described in Article XII of Document 00 7200 (General Conditions), and submit its claim as provided therein.
 2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Cost to be determined in a manner agreed.
 3. CCD signed by GENERAL CONTRACTOR indicates the agreement of GENERAL CONTRACTOR therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
 4. If GENERAL CONTRACTOR does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, GENERAL CONTRACTOR may file a Claim per Article XII of Document 00 7200 (General Conditions). GENERAL CONTRACTOR shall keep and present an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.4 and 1.5 of this Document 01 2600.
 5. Pending final determination of cost to Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by GENERAL CONTRACTOR to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- E. Owner Requested RFP. Owner RFP will detail all proposed changes in the Work and request from GENERAL CONTRACTOR a Cost Proposal including proposed changes in Contract Sum and Contract Time from GENERAL CONTRACTOR. GENERAL CONTRACTOR shall furnish a Cost Proposal through to Owner at a time established by Owner. Upon approval of Cost Proposal, Owner will issue a Change Order directing GENERAL CONTRACTOR to proceed with extra Work. If the parties do not agree on the price or time for an RFP, Owner may either issue a CCD or decide the issue per Article XII of Document 00 7200 (General Conditions). GENERAL CONTRACTOR shall perform the changed Work notwithstanding any claims or disagreements of any nature.
- F. Differing Site Conditions and/or Hazardous Waste Conditions. GENERAL CONTRACTOR shall submit Notices of Differing Site Conditions and/or Hazardous Waste Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to Article XIV of Document 00 7200 (General Conditions). If Owner determines that a change in Contract Sum or Contract Time is justified, Owner will issue RFP or CCD.
- G. All Changes.
1. Documentation of Change in Contract Sum and Contract Time:
 - a. GENERAL CONTRACTOR shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
 - b. GENERAL CONTRACTOR shall, on request, provide additional data to support computations for:

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- (i) Quantities of products, materials, labor and equipment.
- (ii) Taxes, insurance, and bonds.
- (iii) Overhead and profit.
- (iv) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
- (v) Credit for deletions from Contract, similarly documented.
- c. GENERAL CONTRACTOR shall support each claim for additional cost, and for Work performed on a cost-and-percentage basis, with additional information including:
 - (i) Credit for deletions from Contract, similarly documented.
 - (ii) Origin and date of claim.
 - (iii) Dates and times Work was performed and by whom.
 - (iv) Time records and wage rates paid.
 - (v) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
- H. Correlation of Other Items.
 - 1. GENERAL CONTRACTOR shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
 - 2. GENERAL CONTRACTOR shall revise the Progress Schedules prior to the next monthly pay period.
 - 3. GENERAL CONTRACTOR shall enter changes in Project Record Documents prior to the next monthly pay period.
- I. Responses. For all responses for which the Contract Documents, including without limitation this Document 01 2600, do not provide a specific time period, recipients shall respond within a reasonable time.
- J. Disputes. For all disputes arising from the procedures herein, GENERAL CONTRACTOR shall follow Article XII of Document 00 7200.

1.04. Cost Determination

- A. Total Cost of Extra Work or Work Omitted. Total cost of extra Work or of Work omitted shall be the sum of actually incurred labor costs, material costs and equipment rental costs as defined herein plus overhead and profit markup as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders CCDs or any other Contract Modifications, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Neither GENERAL CONTRACTOR nor Subcontractors may recover any other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against Owner, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.
- B. Overhead and Profit Markup. (Overhead and Profit shall be as defined in paragraph 1.8 of this Document 01 2600) Overhead and profit markup shall be a maximum of 20 percent of the total cost of extra Work, to be allocated between GENERAL CONTRACTOR and Subcontractors as GENERAL CONTRACTOR directs.
 - 1. Overhead and profit on labor for extra Work shall be 15 percent.
 - 2. Overhead and profit on materials for extra Work shall be 15 percent.
 - 3. Overhead and profit on equipment rental for extra Work shall be 15 percent.
 - 4. When extra Work is performed by a first tier Subcontractor, GENERAL CONTRACTOR shall receive a 5 percent markup on Subcontractors' total cost of extra Work. First tier Subcontractor's markup on its Work shall not exceed 15 percent.
 - 5. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 20 percent of the total cost of extra Work, regardless of the actual number of contract tiers.
- C. On Contract Modifications covering both extra Work and Work omitted, overhead and profit shall be allowed, and contingency shall be adjusted, on the net increase only to Direct Cost of Construction. When the net difference is a deletion, no percentage for overhead and profit, or

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- contingency, shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.
- D. Overhead and profit markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, home office overhead, and all amounts included within the definition thereof in paragraph 1.8 below. No markup will be allowed on taxes, insurance, and bonds.
- E. Taxes.
1. All State sales and use taxes, County and applicable City sales taxes, shall be included.
 2. Federal and Excise tax shall not be included.
- F. Subcontract-Operated Equipment. When Subcontractor (of any tier)-operated equipment is used to perform extra Work, cost to Owner of operator shall be as follows:
1. Payment for equipment will be made in accordance with paragraph 1.5.3 below.
 2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator is actually covered by such an agreement.
- G. Accord and Satisfaction: Every Change Order, Contract Modification and accepted CCD shall constitute a full accord and satisfaction, and release, of all GENERAL CONTRACTOR and Subcontractor claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. GENERAL CONTRACTOR may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article XII of Document 00 7200 no later than thirty (30) days of GENERAL CONTRACTOR's first written notice of its intent to reserve rights.

1.05. Cost Breakdown

- A. Labor. Cost of labor for Subcontractor workers (including forepersons when authorized by Owner) used in actual and direct performance of extra Work. Labor rate, whether employer is Subcontractor or other forces, will be sum of following:
1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph 1.5.1(1) above, such as taxes and worker's compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
- B. Material. Only materials furnished by Subcontractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Subcontractor or other forces) from supplier thereof, except as the following are applicable:
1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
 2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
 3. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in paragraph 1.5.2(1) of this Document 01 2600.
- C. Equipment Rental. For Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable

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rate for an item of equipment, then payment shall be made for Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
 2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. Owner will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
 - d. Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
 3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs discontinuance of use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
- D. Work Performed by Special Forces or Other Special Services. When Owner and GENERAL CONTRACTOR, by agreement, determine that special service or item of extra Work cannot be performed by forces of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Subcontractors are required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. Owner must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in paragraph 1.4.2 of this Document 01 2600, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

1.06. Force-Account Work

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- A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the GENERAL CONTRACTOR may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by Owner. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.04 and 1.05 of this Document 01 2600.
- B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between Owner and GENERAL CONTRACTOR have reached an impasse and a bilateral agreement on the value of the changed Work cannot be reached. Owner may approve other uses of Force-Account Work.
- C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, GENERAL CONTRACTOR shall report to Owner each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.
- D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, GENERAL CONTRACTOR shall report to Owner when 75 percent of the NTE amount has been expended.
- E. Force-Account Work shall be paid as extra Work under this Document 01 2600. Methods of determining payment for Work and materials provided in this paragraph 1.06 shall not apply to performance of Work or furnishings of material that, in judgment of Owner, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.07. Owner-Furnished Materials

- A. Owner reserves right to furnish materials as it deems advisable, and GENERAL CONTRACTOR shall have no claims for costs and overhead and profit on such materials.

1.08. Overhead and Profit Defined

- A. The following constitutes charges that are deemed included in overhead and profit for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by GENERAL CONTRACTOR, Subcontractors, or suppliers, and neither GENERAL CONTRACTOR nor any Subcontractor may invoice or receive payment for these costs separately:
 - 1. Drawings and other printed documents: field drawings, Shop Drawings, etc., including submissions of drawings
 - 2. Routine field inspection of Work proposed
 - 3. General Superintendence
 - 4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary
 - 5. Computer services
 - 6. Reproduction services
 - 7. Salaries of project Architect/Engineer, superintendent, timekeeper, storekeeper and secretaries
 - 8. Janitorial services
 - 9. Temporary on-Site facilities:
 - a. Offices
 - b. Telephones
 - c. Plumbing
 - d. Electrical: Power, lighting
 - e. Platforms

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- f. Fencing, etc.
- g. Water
- 10. Home office expenses
- 11. Insurance, Bond premiums and Taxes
- 12. Commissions
- 13. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
- 14. Surveying
- 15. Estimating
- 16. Protection of Work
- 17. Handling and disposal fees
- 18. Final cleanup
- 19. Other incidental Work
- 20. All amounts for items in Bid Items 3 and 4 as described in Document 01 1000 (Summary of Work).

1.09. Records And Certification

- A. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. GENERAL CONTRACTOR or authorized representative shall complete and sign form each day. GENERAL CONTRACTOR shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.
- B. No payment for Force-Account Work shall be made until GENERAL CONTRACTOR submits original invoices substantiating materials and specialist's charges.
- C. Owner shall have the right to audit all records in possession of GENERAL CONTRACTOR relating to activities covered by GENERAL CONTRACTOR's claims for modification of Contract, including Force-Account Work and CCD Work.
- D. Further, Owner will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of GENERAL CONTRACTOR relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If GENERAL CONTRACTOR is a joint venture, right of Owner shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of GENERAL CONTRACTOR to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article XII of Document 00 7200.

ARTICLE II – PRODUCTS – NOT USED

ARTICLE III – EXECUTION – NOT USED

END OF DOCUMENT 00 2600

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE

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COST PROPOSAL (CP)

SANCHEZ-ADOBE VISITOR CENTER PROJECT

CP Number: _____ **Date:** _____

Contract Number: _____

In Response To: _____

RFP #, etc.

To: COUNTY OF SAN MATEO

Attention: _____

[ENTER OWNER ADDRESS]

Telephone (____) [_____]

Subject Ref. No: _____
(for Project Manager use only)

Fax: (____) [_____]

From: [INSERT GENERAL CONTRACTOR'S NAME/ADDRESS]

This Cost Proposal is in response to the above-referenced _____ [insert RFP, etc. as applicable].
Brief description of change(s): _____

ITEM DESCRIPTION	GENERAL CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
Direct Labor Cost						
Material						
Equipment						
Total Cost of Extra Work						
GENERAL CONTRACTOR Self-Performing (Not to exceed 15% of total Cost of Extra Work)						
Subcontractor's Overhead & Profit on Labor, Materials & Equipment (Not to exceed 15% of total Cost of Extra Work)						
Overhead & Profit to GENERAL CONTRACTOR for Subcontractor's Work (Not to exceed 5% of total Cost of Extra Work)						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME (DAYS)						
By GENERAL CONTRACTOR: Signature: _____		Date: _____				

END OF DOCUMENT 01 2600

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DOCUMENT 01 2900

PAYMENT PROCEDURES

ARTICLE I – GENERAL

1.01. Summary

- A. Document includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02. References

- A. California Public Contract Code
- B. Code of Civil Procedure
- C. Government Code

1.03. Scope of Work

- A. Work under Contract Documents, or under any Bid Item, allowance, or alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

1.04. Determination of Quantities

- A. Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by Owner, of units of work satisfactorily completed in accordance with Contract Documents or as directed by Owner. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Document 01 2900. If methods are not so set forth, measurements shall be made in any manner which Owner considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental milestones). Contractor must immediately inform Owner of any disputes regarding quantity measurements and shall immediately supply Owner with any documentation supporting the disputed measurements.

1.05. Scope of Payment

- A. Except as otherwise expressly stated in Document 01 1000 (Summary of Work), payment to Contractor at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order or Construction Change Directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said Work, including all incidental work necessary for completion of the Work.
- B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
 - 1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Bid Item (whether lump sum or unit price) until acceptance by Owner;
 - 2. All expenses incurred due to suspension, or discontinuance of Work or discontinuance of Bid Item (whether lump sum or unit price) as provided in Contract Documents;
 - 3. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Bid Item (whether lump sum or unit price).

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- C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price Bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
- D. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified in Document 01 1000 (Summary of Work) or as may be agreed to by Owner in its sole discretion.
- E. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
 - 1. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse;
 - 2. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location;
 - 3. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner;
 - 4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;
 - 5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;
 - 6. At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
 - 7. Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.
- F. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.
- G. Nothing in the Contract Documents shall be construed as vesting in Contractor any right of property ownership in the materials used in the Work after they have been attached or affixed to the Work or the soil, or after payment has been made for ninety percent (90%) of the value of materials delivered to the site of the Work, or stored subject to or within the control of Owner. All such materials become the property of Owner upon being so attached or affixed or upon payment of ninety percent (90%) of the value of material delivered to the Work site or stored subject to or within the Owner's control.

1.06. Basis of Payment

- A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Proposal Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, in accordance with Contract Documents.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- C. Allowances: Allowance items (if any) will be paid as provided in Document 01 1000 (Summary of Work). Funds authorized for Allowance Work will not be released for Contract payments unless Owner has authorized Allowance Work in writing.
- D. Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual

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amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Work item or items, or to add Work not originally included in Contract Documents, when in its judgment such change is in best interest of Owner. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of Work actually done and estimated amount as set forth herein, or for elimination of Work items.

1.07. Progress Payments

- A. If requested by Contractor, progress payments will be made monthly.
- B. Schedule of Values.
 - 1. Within twenty (20) Days from issuance of Notice of Award and prior to Contractor's first Application for Payment, submit a detailed breakdown of its Bid by Permit/Bid Items, scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities (Schedule of Values). Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Categorize items per CSI MasterFormat 2004 Division format established in Table of Contents, identifying each line item by number and title of respective Specification Sections. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. The Schedule of Values shall contain Owner's name, the Project's name, number and location, Contractor's name and address and date, and shall be in a format and contain such detail as may be directed by Owner to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents.
 - 2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid Item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-site access roads, temporary power and lighting, security, and the like), shall be identified as separate line items (and shall not be prorated through all activities) so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.
 - 3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.
 - 4. Owner will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in an inaccurate reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.
- C. Applications for Payment. Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:
 - 1. On or before the 22nd day of each month, Contractor shall submit to Owner a marked up copy of an Application for Payment for the cost of the Work put in place during the period of the current month. This marked up copy of percentages complete will allow Owner and the Project Inspector to inspect and confirm these percentages. Owner will then return the results of its review to the Contractor so it can prepare its monthly billing in time for the Schedule update/payment meeting as noted in Document 01 3100 (Project Management and Coordination). The agreed Application for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the 25th Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as a separate item in payment summary. Contractor shall submit in a form acceptable to Owner an

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- itemized cost breakdown of Contractor's record of Cost of the Work, together with supporting data and any certification required by Owner. If Contractor is late submitting its Application for Payment (or the preliminary marked up Application for Payment), the Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
2. Applications for Payment may include, but are not necessarily limited to the following:
 - a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
 - b. Up to 75 percent of the cost of equipment identified in paragraph 1.05.E. of this Document 01 2900 (if any), if purchased and delivered to the Site or stored off Site, as may be approved by Owner.
 - c. Up to 50 percent of the cost of materials identified in paragraph 1.05.E. of this Document 01 2900 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.
 3. Concurrently with each Application for Payment, or as otherwise provided in Contract Documents, Contractor shall submit Contractor and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment. All such submissions shall be in such form (including without limitation hard copy or electronic) as provided in Contract Documents or as Owner may request.
 4. At the time any Application for Payment is submitted, Contractor shall certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of Document 00 7200 (General Conditions) and Document 01 3200 (Construction Progress Documentation), including updates and revisions. A responsible officer of Contractor shall execute the certification.
 5. Payment Applications must be accompanied by all (if any) documentation required by Owner.
 6. If Contractor fails to timely deliver any of the following items, Owner may in its sole discretion, withhold five percent (5%) of each Application for Payment unless and until received:
 - a. All required monthly progress schedule update information required by Contract Documents (including without limitation Document 01 3200 Construction Progress Documentation).
 - b. All Project Record Document submittals required by the Contract Documents (including without limitation Document 01 7800 Closeout Submittals).
 7. Each Application for Payment shall list each Change Order and Construction Change Directive (CCD) executed prior to date of submission, including the Change Order/CCD Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to Owner.
 8. Contractor shall maintain consistency with previous approved Applications for Payment.
 9. If Owner requires substantiating data, submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
 10. If Contractor fails or refuses to participate in work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.
- D. Progress Payments.
1. Owner will review Contractor's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
 2. Each Application for Payment may be reviewed by Owner and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by Owner pursuant to the Schedule of Values prepared in accordance with paragraph 1.07.B. of this Document 01 2900.

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3. If it is determined that the Application for Payment is not proper and suitable for payment, Owner will return it to Contractor as soon as practicable, but no later than seven (7) Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
 4. Pursuant to Public Contract Code section 20104.50, if Owner fails to make any progress payment within thirty (30) Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. An Application for Payment is not considered undisputed until it has been reviewed and approved by Owner's PDU Director or Director's Designee. The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.
 5. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
 6. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. Owner also may elect in its sole discretion to pay progress payments by joint check to Contractor and each Subcontractor having an interest in that progress payment in such amount.
 7. Owner reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of Owner, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.
 8. Granting of progress payment or payments by Owner, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
 9. When Owner shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by Owner from amount of next succeeding progress payment or from any other monies due or that may become due Contractor under Contract. If, on completion or termination of Contract, such monies due Contractor are found insufficient to cover Owner charges against it, Owner shall have right to recover balance from Contractor or Sureties.
- E. Retention Changes.
1. Following satisfactory and timely completion of the Work, following Contractor's request, Owner may, in its sole discretion, elect to do one or more of the following:
 - a. Notwithstanding paragraph 1.07.D.5 above, pay any or all subsequent Applications for Payment for progress payments at the rate of 95 percent of the amounts otherwise due.
 - b. Release to Contractor any retention otherwise held by Owner.
 2. Owner reserves the right to revoke any election under paragraph 1.07.D.5 above at any time.
 3. Nothing in this paragraph 1.07.D. shall lessen or diminish any Owner right or remedy, including without limitation Owner right to require Contractor to perform all Work within the time otherwise required in the Contract Documents.

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1.08. Substitution of Securities in Lieu of Retention

- A. In accordance with the provisions of Public Contract Code section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such monies to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
 2. Alternatively, Contractor may request and Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Document 01 2900 for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from Owner, pursuant to the terms of this Document 01 2900. Pay to each Subcontractor, not later than twenty (20) Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
 3. Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.
 4. Enter into escrow agreement with Controller according to Document 00 6801 (Escrow Agreement for Security Deposit in Lieu of Retention), as authorized under Public Contract Code section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
 5. Public Contract Code section 22300 is hereby incorporated in full by this reference.

1.09. Substantial Completion Payment

- A. Following issuance of Certificate of Substantial Completion, submit Application for Payment reflecting Certificates of Partial Substantial Completion (if any) issued previously for Owner occupancy of designated portions of Work.
- B. Required administrative actions and submittals that precede or coincide with this application include:
1. Occupancy permits and similar approvals.
 2. Warranties and maintenance agreements (dated to commence on date of Substantial Completion).
 3. Test/adjust/balance records.
 4. Maintenance and training instructions and completion of training as required by the Contract Documents, including Document 01 8200 (Demonstration and Training).
 5. Meter readings.
 6. Start-up performance reports.
 7. Change-over information related to Owner's occupancy, use, operation, and maintenance.
 8. Advice on shifting insurance coverages.
 9. Final progress photographs.
 10. Comprehensive list of incomplete or non-complying Work (initial punch list).
 11. Any other items required by Document 01 7800 (Closeout Submittals)

1.10. Final Payment

- A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including commissioning, punch list, testing, record documents and Contractor maintenance after Final Acceptance, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

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- B. Prior progress payments shall be subject to correction in the final payment. Owner determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.
- C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to Owner obligation to make final payment, Document 00 6530 (Agreement and Release of Any and All Claims) discharging Owner, its officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

1.11. Effect of Payment

- A. Payment will be made by Owner, based on Owner observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that Owner has:
 - 1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
 - 2. Reviewed construction means, methods, techniques, sequences, or procedures;
 - 3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Owner to substantiate Contractor's right to payment; or
 - 4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

1.12. Materials

- A. General Requirements
 - 1. Contractor must not purchase any materials, supplies, or equipment for the Work subject to any chattel mortgage or subject to a conditional sale or other agreement by which any interest therein or in any part thereof is retained by the seller or the Supplier.
 - 2. Contractor warrants free and clear title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon Completion of the Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claims, liens or charges of any kind. Contractor nor any person, firm, or corporation furnishing materials, labor or services for any Work has the right to place a lien upon the premises or any improvement or appurtenances therein.
 - 3. The provisions of this Document 01 2900.1.12 (General Requirements), must be inserted in all Subcontracts and material contracts and notice of its provisions must be provided to all persons furnishing material for the Work when no formal contract is entered into for such material.

ARTICLE II – PRODUCTS – NOT USED

ARTICLE III – EXECUTION – NOT USED

END OF DOCUMENT 01 2900

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DOCUMENT 01 3100

PROJECT MANAGEMENT AND COORDINATION

ARTICLE I – GENERAL

1.01. Summary

- A. This Document includes:
 - 1. Article I – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents And Sections (Not Used)
 - c. 1.03 – Definitions (Not Used)
 - d. 1.04 – Coordination
 - e. 1.05 – Pre-work Verification
 - f. 1.06 – Administrative Actions
 - g. 1.07 – Conservation
 - 2. Article II – Products (Not Used)
 - 3. Article III – Execution (Not Used)
 - 4. Article IV – Forms (Not Used)

1.02. Related Documents And Sections (Not Used)

1.03. Definitions (Not Used)

1.04. Coordination

- A. Contractor must not delegate Contractor's responsibility for coordination of the Work to any Subcontractor.
- B. Contractor must provide a General Superintendent whose sole responsibility is administration of the Contractor's Work and the coordination of the Work of the Contractor's Subcontractors and suppliers.
- C. Contractor to financially compensate Owner for any originally-submitted Contractor's staff being removed from the Project without Owner's written authorization. Financial compensation is to be determined by Owner.
- D. Contractor must provide administrative and supervisory personnel as needed or required for timely compliance with all administrative requirements of the Contract Documents and proper coordination of the performance of the Work.
- E. Contractor must ensure that each Subcontractor provides personnel as reasonably required for management and coordination of the Subcontractor's Work and for coordination of the Subcontractor's Work with the Work of the entire Project.
- F. Contractor must coordinate the Work to ensure efficient and orderly installation of each part of the Work of the entire Project including but not limited to:
 - 1. Coordinating all aspects of the Work as required to provide the Owner with a complete and operable facility.
 - 2. Coordinating the Work with the work of other contractors and entities to ensure efficient and orderly installation of each part of the Work of the entire Project.
 - 3. Managing the Project Shut Down process between and among all subcontractors in accordance with Owner's policy, which requires ten (10) working days' notice and approval prior to any Shut Down.
 - 4. Coordinating installation of different components and systems of the Work to ensure maximum accessibility for required maintenance, service, and repair.
 - 5. Coordinating the Work included in different Sections of the Project Manual that depend on each other for proper installation, connection, and operation.
 - 6. Coordinating the Work of all Subcontractors and suppliers.
 - 7. Coordinating the Work in such a manner to avoid delays and permit proper and efficient installation of the Work by all Subcontractors.

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8. Coordinating electrical/mechanical Work, particularly between general trades and mechanical/electrical trades, including the work of Owner and other contractors, so that sleeves, hangers, chases, openings, etc., required for pipe, conduit, and other installations of like character are duly and properly Provided and Installed as Work progresses.
9. Coordinating all cutting, fitting and patching that may be required to make the parts of the Work come together properly for the completed Project as shown or as reasonably implied by the Contract Documents.
10. Coordinating for future installation of work by others that is not included in the Contractor's Work but is shown or specified in the Contract Documents.
11. Coordinating delivery of materials in accordance with the Official Progress Schedule
12. Coordinating and cooperating in the timing and sequencing of Contractor's Work with the work of other contractors or the Owner.
13. Sequencing the Work to obtain the best results where installation of one component of the Work depends on installation of other components, before or after its own installation.
14. Making adequate provisions to accommodate items scheduled for later installation by Contractor, Owner, or other contractors.
15. Checking the drawings of the Owner or other contractors for interferences with Contractor's Work and promptly reporting to Owner, in writing, any potential interferences between the Contractor's Work and the work of Owner or the work of other contractors.
16. Utilizing the Contract Documents and Owner accepted Submittals to check and coordinate the Work so that no interferences or conflicts between trades occur. This checking and coordination must be performed and completed before construction is commenced in each affected area and may require the preparation and submission of Coordination Drawings.
17. Furnishing to other contractors, whose work is fitted to Contractor's Work, Record Documents, Coordination Drawings, details, and erection drawings giving full information regarding the Fabrication, assembly, and installation of Contractor's Work.
18. Preparing memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.
19. Resolving disputes between Subcontractors.

1.05. Pre-Work Verification

- A. Prior to starting a particular type or kind of Work:
 1. Review all Contract Documents and other relevant data related to the type or kind of Work to be performed;
 2. Check Owner accepted Submittals and verify dimensions at Project Site;
 3. Review manufacturers' instructions applicable to conditions under which Work is to be installed;
 4. Inspect areas, surfaces or construction receiving the Work; and
 5. Report to Owner in writing any concerns, issues, or problems observed during Contractor's Pre-Work verification at least five (5) working days before beginning the work on the Project.
- B. Start of Work shall signify compliance with the above requirements and acceptance of previously placed construction or substrates as being in satisfactory condition to achieve proper installations and first quality workmanship as intended under these Contract Documents. Failure to so inspect and report to Owner shall constitute an acceptance of the previously placed construction or substrates.

1.06. Administrative Actions

- A. Administrative actions include, but are not limited to, the following:
 1. Preparation, update, and revision of Contractor's Official Progress Schedule. (See Document 01 3200, Construction Progress Documentation.)
 2. Delivery and review of Submittals. (See Document 00 7200, Submittals.)

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- 3. Project Meetings.
- 4. Project closeout activities. (See Document 01 7700, Closeout Procedures.)
- B. Coordinate timing of required administrative actions with construction activities and activities of Owner and other contractors to avoid conflicts and ensure orderly progress of the Work.

1.07. Conservation

- A. Coordinate Work to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- B. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

ARTICLE II - PRODUCTS (Not Used)

ARTICLE III - EXECUTION (Not Used)

ARTICLE IV - FORMS (Not Used)

END OF DOCUMENT 01 3100

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**SECTION 01 5400
SITE SECURITY AND SAFETY**

ARTICLE I - GENERAL

1.01. Submittals

- A. Site Security

1.02. Protection

- A. Contractor shall:
1. Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
 2. Properly protect the Work:
 - a. With lights, guard rails, temporary covers and barricades.
 - b. Enclose excavations with proper barricades.
 - c. Brace and secure all parts of the Work against storm and accident.
 - d. Provide such additional forms of protection that may be necessary under existing circumstances.
 3. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Codes, Cal OSHA, or other Authorities Having Jurisdiction, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

1.03. Control of Site

- A. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

1.04. Site Security

- A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of Owner and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.
- B. No claim shall be made against Owner by reason of any act of an employee or trespasser, and Contractor shall repair all damage to Owner property resulting from Contractor's failure to provide adequate security measures.
- C. Contractor shall maintain a lock on the Construction access gate at all times. Contractor shall appoint one (1) person to let people through the gate and maintain the sign-in/out list, with person's name, company, reason for entering, what they are delivering, time and date. Alternatively, Contractor shall provide a full-time guard at the gate at all times to control access and maintain the sign-in/out list. The sign in/out list shall be available to Owner at any time upon request. If Owner determines that the gate has been left unlocked, Contractor shall, if requested by Owner, provide a full time guard at no additional expense to Owner.
- D. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

1.05. Safety Program

- A. See also Document 01 3400 (Safety Submittals)
- B. Within fifteen (15) days after Notice to Proceed, Contractor shall submit three (3) paper copies and an electronic copy on a Flash Drive of the Safety Program and Site-Specific Safety Plan that has been reviewed by Owner. Contractor shall comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.

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- C. Receipt and/or review of the Safety Program by Owner, Project Manager or Owner representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
- D. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with each individual Contractor and Subcontractor.
- E. Safety Program components:
 - 1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
 - 2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.
 - 3. Confined Space Program: The Site contains permit- and non-permit-confined spaces, including shored trenches. Owner will provide Contractor with any available information regarding existing permit space hazards, entry operations, and safety information relating to Work in the existing permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Owner of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.
- F. The wearing of hard hats, safety vests, safety shoes, and eye protection shall be mandatory at all times for all personnel and visitors on Site. Contractor shall provide hard hats, safety vests, safety shoes and eye protection to properly equip all employees and have a sufficient supply (excluding shoes) to loan to visitors.
- G. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Contractor shall supply PPE to all personnel under Contractor's direction.

1.06. Safety Requirements

- A. Standards: Contractor shall maintain the Project in accordance with state and local safety and insurance standards.
- B. Hazards Control. Contractor shall:
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation and immediately remove all wastes that create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws, and:
 - 1. Not burn or bury rubbish or waste material on the Site.
 - 2. Not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Not dispose of wastes into streams or waterways.
- D. Contractor shall provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of said incident.

1.07. Site Safety Officer

- A. Contractor shall designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Contractor shall submit for review by Owner, Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by Owner, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by Owner.

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- B. Owner risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.08. Fire Protection Plan

- A. See also Document 01 5250 Fire Protection Plan
- B. Within fifteen (15) days after Notice to Proceed submit to the Owner three (3) paper copies and an electronic copy on a Flash Drive of a fire protection plan that has been reviewed and approved by all fire departments or agencies with territorial jurisdiction over the Site. It is recommended that the plan include, but not be limited to, a discussion of the following items:
 - 1. Equipment spark arresters
 - 2. Fire-extinguishing equipment on hand
 - 3. Method of operation in case of fire
 - 4. Notification to authorities of any fire
 - 5. Access available during performance of Work
 - 6. Educating workers of fire protection plan
 - 7. Storage protection for flammable materials
 - 8. Ventilation and illumination equipment

ARTICLE II – PRODUCTS - NOT USED

ARTICLE III – EXECUTION - NOT USED

END OF SECTION 01 5400

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DOCUMENT 01 5700

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

ARTICLE I - GENERAL

1.01. Summary

- A. This Document includes:
 - 1. Article I – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents and Sections (Not Used)
 - c. 1.03 – Definitions
 - d. 1.04 – SWPPP Requirements
 - e. 1.05 – Submittals
 - 2. Article II – Products (Not Used)
 - 3. Article III – Execution (Not Used)
 - 4. Article IV – Forms (Not Used)

1.02. Related Documents and Sections (Not Used)

1.03. Definitions

- A. **NOI** – Notice of Intent
- B. **SWPPP** – Storm Water Pollution Prevention Plan
- C. **NOT** – Notice of Termination
- D. **NPDES** – National Pollutant Discharge Elimination System

1.04. SWPPP Requirements

- A. The project will comply with the NPDES General Construction Activity Storm Water Permit administered by the Regional Water Quality Control Board.
- B. Prior to construction grading for the proposed land uses, the Contractor will file a “Notice of Intent” (NOI) to comply with the General Permit.
- C. The Contractor must prepare and maintain for the entire construction period a Storm Water Pollution Prevention Plan (SWPPP) which addresses measures Contractor will implement to minimize and control construction and post-construction storm water runoff.
- D. At a minimum, the following measures must be included in the SWPPP:
 - 1. Burlap bags filled with drain rock will be installed around storm drains to route sediment and other debris away from the drains.
 - 2. Earthmoving or other dust-producing activities will be suspended during periods of high winds.
 - 3. All exposed or disturbed soil surfaces will be watered at least twice daily to control dust.
 - 4. Stockpiles of soil or other materials that can be blown by the wind will be watered or covered.
 - 5. All trucks hauling soil, sand, and other loose materials will be covered and maintain at least two feet of freeboard.
 - 6. Debris and recycling containers must remain covered when not in use.
 - 7. All paved access roads, parking areas, staging areas and residential streets adjacent to the construction sites will be swept daily (with water sweepers).
- E. Contractor must submit the SWPPP for approval as required for permitting prior to construction.
- F. The certified SWPPP must be available at the Project Site and must be updated to reflect current site conditions.
- G. When the construction phase is complete, Contractor must file a Notice of Termination (NOT) for the General Permit for Construction with the Regional Water Quality Control Board and applicable Governmental Agency. The NOT must document that all elements of the SWPPP have been executed, construction materials and waste have been properly disposed of, and a post-construction storm water management plan is in place as described in the SWPPP for the site. Submit the NOT to the Owner.

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1.05. Submittals

- A. Submit the Storm Water Pollution Prevention Plan (SWPPP) in accordance with Section 01 3300, (Submittals).
- B. Submit required copies of the Notice of Termination (NOT) to the Owner.

ARTICLE II - PRODUCTS (NOT USED)

ARTICLE III - EXECUTION (NOT USED)

ARTICLE IV - FORMS (NOT USED)

END OF DOCUMENT 01 5700

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DOCUMENT 01 7310

CUTTING AND PATCHING

ARTICLE I – GENERAL

1.01. Summary

- A. This Document includes:
 - 1. Article I – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents and Sections (Not Used)
 - c. 1.03 – Definitions
 - d. 1.04 – General
 - e. 1.05 – Interface with Work of Others
 - f. 1.06 – Submittals
 - g. 1.07 – Quality Control
 - 2. Article II – Products
 - a. 2.01 – Materials
 - 3. Article III – Execution
 - a. 3.01 – Examination
 - b. 3.02 – Preparation
 - c. 3.03 – Cutting
 - d. 3.04 – Patching
 - e. 3.05 – Performance
 - 4. Article IV – Forms (Not Used)

1.02. Related Documents and Sections (Not Used)

1.03. Definitions

- A. Cutting-and-patching. Includes, but is not necessarily limited to, demolition and repair of nominally completed and previously existing work in order to accommodate coordination of Work, installation of Work, uncovering Work for access or inspection, and to obtain samples for testing or similar purposes. It also includes integral cutting and patching during manufacturing, fabricating, erecting, and installing processes for individual items of the Work.
- B. Hot Work. Hot work includes any operations capable of initiating fires or explosions, including cutting, welding, brazing, soldering, grinding, thermal spraying, thawing pipe, torch applied roofing, sparking tools, or any other similar activity.

1.04. General

- A. Contractor is responsible for all cutting, fitting, or patching required to complete the Work and to make its parts fit together properly.
- B. Contractor must rework and patch to match existing surfaces at removed or demolished items.
- C. Patching must achieve security, strength, and weather protection, and must preserve continuity of existing fire ratings.
- D. Patching must successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is disagreement as to whether duplication is successful or has been achieved to a reasonable degree, the Owner's judgment shall be final.

1.05. Interface with Work of Others

- A. The Contractor is responsible for any and all cutting, fitting and patching required to join its Work with the work of others, except as otherwise specifically stated for in the Contract Documents.
- B. Contractor must not cut or otherwise alter the work of Owner or any separate contractor except with the written consent of Owner and such separate contractor.

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- C. Contractor must include interface flags in their Progress Schedule indicating points of interface of its Work with the work of others.

1.06. Submittals

- A. Comply with requirements of Document 00 7200 (General Conditions).
- B. Submit written request to Owner in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed Work and Products to be used.
 - e. Method for keeping existing utilities in service.
 - f. Alternatives to cutting and patching.
 - g. Date and time the Work will be executed.
 - h. Anticipated results in terms of variations from originally completed Work.
 - i. Where applicable include a description of circumstances which led to need for cutting and patching.
- A. Review by Owner or Design Professional prior to proceeding with proposed cutting-and-patching does not negate Owner's right to later require complete removal and replacement of Work found to be cut and patched in an unsatisfactory manner.
- B. Where cutting and patching involves addition of reinforcement to structural elements, obtain details and engineering calculations prepared by California Registered Structural Engineer indicating how reinforcement is to be integrated with the original structure.
- C. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out of service. Indicate how long utility service will be disrupted.

1.07. Quality Control

- A. Requirements for Structural Work.
 - 1. Do not cut and patch structural Work in manner resulting in reduction of load-carrying capacity or load/deflection ratio.
 - 2. Obtain Owner's written acceptance of Submittal before proceeding with cutting and patching of structural steel, structural concrete, foundation construction, basement or retaining walls, curtain walls, pressurized piping, vessels, and equipment.
- B. Operational and Safety Limitations.
 - 1. Do not cut and patch operational elements or safety-related components in manner resulting in reduction of capacities to perform as intended or resulting in decreased operational life, increased maintenance, or decreased safety.
 - 2. Obtain Owner's acceptance of Submittal before proceeding with cutting and patching primary operational systems and equipment; water, moisture, vapor, air, or smoke barriers; membranes and flashings; noise and vibration control elements and systems; control, communication, conveying, and electrical wiring systems; and similar categories.

ARTICLE II – PRODUCTS

2.01. Materials

- A. For replacement of Work removed, use only materials that comply with the pertinent requirements of the Contract Documents. (Those required and accepted for original installation.)

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ARTICLE III – EXECUTION

3.01. Examination

- A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during fitting, cutting and patching.
- B. After uncovering existing Work, assess conditions affecting performance of work.

3.02. Preparation

- A. Provide temporary supports to ensure structural integrity of the Work.
- B. If Hot Work is involved, comply with the requirements of Cal OSHA.
- C. Provide devices and methods to protect other portions of Project from damage.
- D. Provide protection from elements for areas that may be exposed by uncovering work.
- E. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Except as otherwise indicated, proceed with cutting and patching at earliest feasible time in each instance, and perform work promptly.
- G. Post required permits.

3.03. Cutting

- A. Cut by methods least likely to damage retained and adjoining Work.
- B. Review proposed procedure with original installer where possible, and comply with installer's recommendations.
- C. Uncover work to install improperly sequenced work.
- D. Remove and replace defective or non-conforming work.
- E. Remove samples of installed work for testing when requested.
- F. Provide openings in the Work for penetration of mechanical and electrical work.
- G. Employ original installer or fabricator where possible to perform cutting for:
 - 1. Weather exposed and moisture resistant elements; or
 - 2. Visually exposed surfaces.
- H. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- I. Comply with requirements of the Civil Drawings, where cutting and patching requires excavating and backfilling.

3.04. Patching

- A. Execute patching to complement adjacent Work.
- B. Fit Products together to integrate with other Work.
- C. Avoid damage to other Work and provide appropriate surfaces to receive patching and finishing.
- D. Employ original installer where possible to perform patching for weather exposed and moisture resistant elements, and visually exposed surfaces.
- E. Restore patched areas with new Products in accordance with requirements of Contract Documents.
- F. Fit patches tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

3.05. Performance

- A. Performing cutting or patching operations means acceptance of existing conditions by Contractor.
- B. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
- C. By-pass utility services such as pipe or conduit, before cutting, where services are required to be removed, relocated or abandoned.
 - 1. Remove pipe or conduit in walls to be relocated, abandoned or removed.
 - 2. Cap, valve or plug, and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and removing.
- D. Where feasible, inspect and test patched areas to demonstrate integrity of installation.
- E. Remove and replace Work judged by Designer of Record to be visually unsatisfactory.

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- F. Perform cutting, fitting and patching in a manner to prevent damage to Contractor's Work and work by others and to provide proper surfaces for the installation of materials, equipment, and repairs.
- G. Do not cut nor alter structural members without prior written acceptance of Owner.
- H. Adjust and fit Products to provide a neat installation.
- I. Refinish cut and patched surfaces to match adjacent finish.
 - 1. For continuous surfaces, refinish to nearest intersection or natural break.
 - 2. For an assembly, refinish entire assembly.
- J. Over patched wall or ceiling surfaces, refinish to nearest cut-off line for entire surface, such as intersection with adjacent wall or ceiling, beam, pilasters, or to nearest opening frame, unless otherwise indicated.
- K. Refinished surfaces must not present a spotty, touched-up appearance.

ARTICLE IV – FORMS (NOT USED)

END OF DOCUMENT 01 7310

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SECTION 01 7400

CLEANING

ARTICLE I – GENERAL

1.01. Summary

- A. This Section includes:
 - 1. Article I – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents and Sections (Not Used)
 - c. 1.03 – Definitions
 - d. 1.04 - General Cleanup Responsibility
 - e. 1.05 - Immediate Cleanup Activities
 - f. 1.06 - Daily Cleanup Activities
 - g. 1.07 - Weekly Cleanup Activities
 - h. 1.08 - Owner’s Right to Cleanup
 - i. 1.09 - Storage and Disposal
 - j. 1.10 - Sand Blasting
 - k. 1.11 - Final Cleaning
 - 2. Article II – Products (Not Used)
 - 3. Article III – Execution (Not Used)
 - 4. Article IV – Forms (Not Used)

1.02. Related Documents and Sections (Not Used)

1.03. Definitions (Not Used)

1.04. General Cleanup Responsibility

- A. Contractor must keep the Work areas, Project Site, and surrounding areas free from waste materials, debris, and/or trash and rubbish caused by its operations on a daily basis.
- B. In addition to trash and rubbish generated by Contractor’s operations, Contractor must keep the Work areas, Project Site, and surrounding areas free from trash and rubbish from any source that accumulates within the Work areas or Project Site or any other area designated by the Owner for use by Contractor on a daily basis.
- C. The Contractor must keep all surface areas (i.e., inside buildings, site roads, off-site streets, and parking areas) clear of dirt, mud, and debris and must clean such surfaces as required, as needed, or as Directed by the Owner’s Project Manager.
- D. Contractor’s and Subcontractors’ tools, scaffolding and surplus materials must be neatly stored in designated storage areas when not in use.
- E. Contractor must maintain the Project Site in a neat and orderly condition at all times.

1.05. Immediate Cleanup Activities

- A. Properly dispose of packaging materials and clean surrounding areas of packing debris immediately after unpacking of Products, materials, equipment, or other packaged items.
- B. Dispose of waste materials and clean surrounding areas used for worker breaks and lunch immediately after worker break or lunch. Contractor must provide trash receptacles in break and lunch areas.
- C. Contractor must immediately remove any spillage, dirt and mud, and/or debris resulting from Contractor’s hauling or other operations along or across any public traveled way or public area.
- D. Remove debris and rubbish from pipe chases, plenums, down spouts, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- E. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust on a continuous basis.

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1.06. Daily Cleanup Activities

- A. Cardboard, packing material, and similar combustible debris must not be accumulated within buildings and such debris, rubbish and waste material must be removed from buildings on a daily basis.
- B. Contractor must leave Work areas “broom clean”, or its equivalent, on a daily basis.
- C. Contractor must remove (pick up and place in trash receptacles) rubbish from and about areas of Work and the Project Site on a daily basis.
- D. Contractor must clean the Project Site entrance area(s) of mud, dirt, displaced gravel, and rubbish each day and on a continuous basis.

1.07. Weekly Cleanup Activities

- A. Remove rubbish (pick up and place in trash receptacles) from and about the Project Construction Fencing line. This includes areas both inside and outside of the Project Site along the Temporary and Construction Fencing and/or permanent perimeter fence line.
- B. Place concrete debris in designated areas or remove from Project Site.
- C. Stack unused shipping pallets in designated areas or remove from Project Site. Wood pallets are not permitted.
- D. Repair, replace, or remove damaged and/or torn plastic sheeting used to protect stored materials, Products or Work.
- E. Empty all trash receptacles
- F. Remove accumulated waste from the Project Site and dispose of in a proper and lawful manner.
- G. Organize and clean storage areas

1.08. Owner’s Right to Clean Up

- A. Deficient cleaning or disposal operations, as determined by the Owner’s Project Manager, must be immediately corrected by Contractor.
- B. After proper written notice, in cases where Contractor does not correct deficient cleaning or disposal operations, Owner may remove or cause to have removed waste materials, debris, and/or trash and rubbish, etc., and reduce the Contract Sum by the cost thereof.
- C. If a disagreement arises between the Contractor and other separate contractors performing work at or adjacent to the Project Site, as to the responsibility pursuant to their respective contracts for maintaining the Project Site and surrounding areas free from waste materials, debris, and/or trash and rubbish, Owner may clean up or cause to be cleaned up the waste materials, debris, and/or trash and rubbish and allocate the costs among those responsible, and reduce the Contract Sum by Contractor’s proportionate share of the cost thereof.

1.09. Storage and Disposal

- A. Storage.
 - 1. Waste materials, trash, and rubbish must be removed in covered containers and cannot be stored.
 - 2. Storage containers must not be allowed to overflow due to excessive waste materials, trash, and rubbish being placed in the storage container.
 - 3. Storage container lids must be unobstructed by waste materials, trash, and rubbish when they are in the closed position.
 - 4. Storage container lids must be closed at all times except when waste materials, trash, and rubbish are being placed into or removed from the storage container.
 - 5. Recyclable materials must be segregated before storage and stored in separate containers or areas.
- B. Disposal.
 - 1. Under no circumstances shall rubbish or waste material be disposed of in fills or backfills on the Project Site.
 - 2. Contractor is responsible for making all arrangements and paying all costs for disposal of waste materials, debris, and/or trash and rubbish.

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3. Waste materials, debris, and/or trash and rubbish, must be removed from the work area on a daily basis.
4. When any material is to be disposed of outside the Project area, at other than a public disposal or recycling facility, Contractor must first obtain a written permit from the property owner of the proposed disposal site, and furnish Owner said permit or a certified copy thereof together with a written release from the property owner absolving Owner from any and all responsibility in connection with the disposal of said material on said site.
5. Before any material is disposed of on said site, Contractor must obtain written permission from the Owner to dispose of the material at the location designated in said permit.
6. Disposal of Hazardous Materials must comply with all legal requirements, including but not limited to containerization, labeling, manifesting, transportation, disposal site, and use of properly trained personnel.
7. Contractor must submit two (2) copies of all Hazardous Waste Manifests signed by Toxic Substances Disposal Facilities (“TSDF’s”) and certificates of disposal at Substantial Completion of each Project Component to prove that Contractor has legally disposed of such materials.
8. Contractor must separate and recycle the following waste material types in accordance with Contractors Solid Waste Management Plan (see Document 01 5150, “Solid Waste Management and Recycling Plan”).
 - a. Concrete
 - b. Metal
 - i. Ferrous
 - ii. Non-ferrous
 - c. Wood
 - d. Debris
 - e. Glass
 - f. Paper
 - i. Bond
 - ii. Newsprint
 - iii. Cardboard and paper packaging materials
 - g. Others as appropriate

1.10. Sand Blasting (if applicable)

- A. Sand blasting shall be only used upon receipt of written permission of the Project Manager.
- B. Perform sand blasting by experienced mechanics using sound modulated power machinery designed for this use.
 1. Comply with all applicable regulatory agencies.
 2. Use blasting aggregate uniformly graded, free from all animal or vegetable material, and not larger than No. 30 grit.
 3. Air compressor must be capable of providing air at a pressure of 100-110 pounds at 210-300 cfm. Use blast nozzle of 5/16-inch orifice.
- C. Operation.
 1. Sand blast by the “flash” method.
 2. Pass continuously over the surface, to provide a uniform cutting of the surface, without pitting or excessive erosion of the base material.
 3. Exercise care to prevent corners or sharp edges from being broken or unduly rounded.
 4. Used aggregate must not be reused.
 5. Protect installed work of others from damage by blast, rebound, or used aggregate.
 6. Cover and protect mechanical work, air intakes, and similar items, as well as finished surfaces.
- D. Replace damaged work.
- E. Secure and pay for necessary permits required by state and local authorities having jurisdiction.

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1.11. Final Cleaning

- A. Project Component Substantial Completion Certification(s).
 - 1. Contractor must, before requesting a Preliminary Walk-Through Inspection for Substantial Completion of each Project Component, perform preliminary Cleaning of all Work areas associated with the Milestone.
- B. Project Component Final Completion Certification.
 - 1. Contractor must, before requesting a Preliminary Walk-Through Inspection for Final Inspection of the entire Work of the Project, perform Final Cleaning of all Work areas and the Project Site.
- C. Final Cleaning Requirements.
 - 1. General.
 - a. Cleaning for specific items of Work as specified
 - b. Comply with manufacturer's instructions for cleaning operations.
 - c. Clean interior and exterior surfaces exposed to view
 - d. Remove labels that are not required as permanent labels.
 - e. Dust, dirt, stains, hand marks, paint spots, and like defects must be completely removed from surfaces.
 - f. Metal surfaces must be cleaned, using only non-corrosive and non-abrasive materials.
 - g. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 2. Transparent Surfaces.
 - a. Clean all glass, interior and exterior, affected by Work of this Project; including removal of foreign material from glass.
 - b. Polish transparent and glossy surfaces
 - c. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances that are noticeable as vision-obscuring materials.
 - d. Replace broken glass and damaged transparent materials.
 - 3. Soft Surfaces.
 - a. Vacuum carpeted surfaces.
 - b. Vacuum all other soft surfaces.
 - 4. Hard Surfaces.
 - a. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, films, and similar noticeable distracting substances.
 - b. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces.
 - c. Restore reflective surfaces to original reflective condition.
 - d. Clean concrete floors in unoccupied spaces broom clean.
 - 5. Equipment and Fixtures.
 - a. Clean equipment and fixtures to sanitary condition
 - b. Replace filters on all mechanical and plumbing equipment.
 - c. Mechanically clean the interior of all ductwork and provide certification by a licensed duct cleaning professional.
 - d. Wipe surfaces of equipment and fixtures clean, including elevator equipment and similar equipment
 - e. Remove excess lubrication and other substances.
 - f. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.
 - g. Clean food service equipment to a condition of sanitation ready and acceptable for intended food service use (if applicable).
 - 6. Roofs, gutters, downspouts and drainage systems.
 - a. Clean roofs, gutters, downspouts and drainage systems.
 - 7. Exterior Grounds.
 - a. Clean Project Site (yard and grounds), including landscape development areas, of litter, surplus materials, and foreign substances.
 - b. Sweep and power wash paved areas to clean condition; remove stains, petro-chemical spills, and other foreign deposits.

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- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- 8. Lights and Lamps.
 - a. Clean all light fixtures and lamps to function with full efficiency.

ARTICLE II – PRODUCTS (NOT USED)

ARTICLE III – EXECUTION (NOT USED)

ARTICLE IV – FORMS (NOT USED)

END OF DOCUMENT 01 7400

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**DOCUMENT 01 7700
CLOSEOUT PROCEDURES**

ARTICLE I – GENERAL

1.01. Summary

- A. Document Includes:
 - 1. Description of Contract closeout procedures including:
 - a. Removal of Temporary Construction Facilities
 - b. Substantial Completion
 - c. Final Completion
 - d. Final Cleaning
 - e. Project Record Documents
 - f. Material, Equipment and Finish Data
 - g. Project Guarantee
 - h. Warranties
 - i. Turn-In
 - j. Fire Inspection Coordination
 - k. Building Inspection Coordination
- B. Related Documents include:
 - a. 00 6301 Guaranty
 - b. 00 7200 General Conditions
 - c. 01 2900 Payment Procedures
 - d. 01 5000 Temporary Facilities and Controls
 - e. 01 5700 Storm Water Pollution Prevention Plan
 - f. 01 7400 Cleaning
 - g. 01 7800 Closeout Submittals

1.02. Removal of Temporary Construction Facilities

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to original condition or better,
- D. Comply with removal requirements of Document 01 5000 (Temporary Facilities and Controls).

1.03. Substantial Completion

- A. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner Representative and Architect/Engineer, with list of items remaining to be completed or corrected.
- B. Within reasonable time, Owner Representative and/or Architect/Engineer will inspect to determine status of completion.
- C. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions.
- D. Remedy deficiencies and send a second written notice of Substantial Completion. Owner will re-inspect the Work. If deficiencies previously noted are not corrected on re-inspection, then Contractor shall pay Owner cost of the re-inspection.
- E. When the Owner and Architect are in agreement that Work is Substantially Complete, the Architect will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by Owner.
- F. Manufactured units, equipment and systems that require startup must have been completely operational and successfully tested for periods prescribed by Owner before a Certificate of Substantial Completion will be issued.
- G. A punch list examination will be performed upon Substantial Completion. One follow-up review of

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punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these additional visits.

1.04. Final Completion and Acceptance

- A. Use Before Acceptance.
1. Owner has the right to utilize or place into service any item of equipment or other usable portion of the Work before Acceptance of the entire Project. Whenever Owner plans to exercise said right, Owner will notify Contractor in writing, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service, hereinafter referred to as "Use Before Acceptance".
 2. Until Owner issues such written notification, Contractor is responsible for all care and maintenance of all items or portions of the Work.
 3. Upon Owner's issuance of written notice of Use Before Acceptance, Owner accepts responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, excepting any injury or damage resulting from Contractor's actions or negligence.
 4. If, by reason of Owner's Use Before Acceptance, the premium for the Contractor's bodily injury and property damage insurance is increased, Owner will reimburse the Contractor for the additional amount necessarily incurred, allocable to the area and the period of Owner's occupancy, up to the Date of Acceptance of the Work.
 5. Owner's Use Before Acceptance does not constitute Acceptance of the Work, or any portion of the Work, by Owner, nor will it relieve the Contractor of responsibility for correcting defective and/or Deficient Work or materials found at any time before Acceptance of the Work or during the Guarantee period after Owner's Acceptance. However, when the Project includes separate buildings, and one or more of the buildings is entirely occupied by Owner, then upon written request by the Contractor and by written consent from Owner, the Guarantee period on the building entirely occupied by Owner will commence to run from the date of Owner occupancy of such building or buildings.
 6. Notwithstanding any Use Before Acceptance, Contractor retains full responsibility for fulfillment of all the requirements of the Contract Documents.
- B. Contractor's List Of Incomplete Work.
1. Near the final completion of each Project Component, but not less than thirty (30) Days prior to anticipated date of Final Inspection, Contractor must conduct a detailed inspection of the Project, and submit three (3) paper copies and an electronic copy on flash drive the list of Incomplete Work with a schedule for final completion thereof to Owner's Project Manager.
 2. Within fourteen (14) Days after receipt of Contractor's list of Incomplete Work and schedule for final completion, Owner's Project Manager will determine appropriate dates for a Preliminary Walk-Through inspection and the Final Inspection. The Preliminary Walk-Through Inspection and Final Inspection will not be conducted until the entire Work of the Project Component is complete.
 3. Contractor must include activities showing submission of Contractor's List of Incomplete Work, Preliminary Walk-Through Inspection, and Final Inspection in Contractor's Progress Schedule.
- C. Contractor's Certification That All Work Of The Project Is Complete.
1. When all Work is complete and after the Contractor has performed the final cleaning, Contractor must so certify to Owner's Project Manager and request a Preliminary Walk-Through Inspection.
 2. If the Contract Documents include a Milestone for the completion of the entire Work of the Project, two (2) paper copies and an electronic copy on flash drive to the Owner of the Milestone Completion certification must be submitted concurrently with the Contractor's certification that all the Work of the Project is complete as required by the Contract Documents.
- D. Preliminary Walk-Through Inspection.

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1. Within seven (7) days of receipt of Contractor's certification that all Work is complete, Owner's Project Manager/Project Inspector and design team will make a Preliminary Walk-Through Inspection with Contractor to verify that the Project is complete and ready for Final Inspection.
 2. If Owner's Project Manager determines that the Work is not complete, Contractor will be notified in writing. Contractor must complete the Work and re-initiate procedures for another Preliminary Walk-Through Inspection. At Owner's discretion, any costs to Owner for additional Preliminary Walk-through Inspections may be charged to the Contractor.
- E. Final Inspection.
1. The Final Inspection will occur within fourteen (14) days of the Contractor's certification of final completion if the Owner's Project Manager agrees with the Contractor's certification.
 2. If Owner's Project Manager determines the completed Work is deficient, Contractor will be furnished with a Punchlist identifying the observed deficiencies in the completed Work. After all deficiencies have been corrected, Contractor must initiate procedures for another Final Inspection. If Contractor requests more than two (2) Final Inspections, at Owner's discretion, any costs to Owner for additional Final Inspections may be charged to the Contractor.
 3. Contractor's Progress Schedule must include activities for Final Inspection.
- F. Not Used
- G. Acceptance Of The Work.
1. Owner's Acceptance establishes conformity with the Contract except for delays in completion, latent defects, fraud, or such gross errors as amount to fraud, willful misconduct, or gross negligence, and subject to any Guarantee and Warranty, express or implied.
- H. Final Payment.
1. Provided that Owner has received all lien releases and certified payroll records as required by Document 01 2900 (Payment Procedures) and recorded a Notice of Completion, thirty-five (35) Days after the date of recording of the Notice of Completion by the County Recorder, Owner's Project Manager will forward a request for Final Payment for the Work done pursuant to the Contract to the County Controller for payment. Owner will withhold from Final Payment such amounts that are in dispute between Owner and Contractor, amounts subject to offset/setoff, and all other amounts that must be withheld by law (such as Stop Notice sums, incomplete, defective work, etc.).
 2. All estimates and payments made, including the final estimate and payment, are subject to correction and adjustment for clerical errors in the calculations involved in the determination of quantities and payments. Contractor and Owner agree to pay to the other any sum hereby due.
- I. Contractor's Duties and Responsibilities After Acceptance.
1. After Acceptance of the Work by Owner, Contractor is relieved of the duty of maintaining and protecting the entire Work, and Contractor is not required to perform any further Work thereon, except as otherwise required by law or the Contract Documents.
 2. Contractor is relieved of responsibility for injury to persons or property or damage to the Work that occurs after Owner's Acceptance, provided that such injury/damage is not in any way caused by Contractor.
 3. Owner's Acceptance does not relieve Contractor of responsibility for faulty workmanship or materials or of complying with the requirements of Warranties and Guarantees.
- J. Retention Proceeds, Withholding and Disbursement.
1. Pursuant to California Public Contract Code § 7107, within sixty (60) days after the date of "Completion" of the Work, the retention withheld by Owner shall be released, subject to all withholds required and authorized by law including Stop Notice claims and Liquidated Damages (pursuant to California Government Code § 53069.85). In the event of a Dispute between Owner and Contractor, Owner may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the Disputed amount.
 2. For purposes of release of retention, "Completion" means any of the following:
 - a. The occupation, beneficial use, and enjoyment of the entire Work, accompanied by cessation of labor on the work of improvement.

**San Mateo County – Project Development Unit
Sanchez-Adobe Visitor Center Project**

- b. The Acceptance by Owner of the Work.
 - c. After the commencement of Work, a cessation of labor on the Work for a continuous period of one-hundred (100) Days or more, due to factors beyond Contractor's control.
 - d. After the commencement of Work, a cessation of labor on the Work for a continuous period of thirty (30) Days or more, if Owner records a Notice of Cessation or a Notice of Completion with the County Recorder.
- K. Warranty & Guarantees.
- 1. Neither the final Acceptance, nor payment, nor any provision in the Contract Documents relieves Contractor of responsibility for faulty materials or workmanship.
 - 2. Contractor must guarantee all workmanship and materials for a period of one (1) year, or as specified in the Contract Documents, from and after the Date of Substantial Completion of the Work by Owner. Contractor may also be required to furnish a written Guarantee covering all or certain items of Work for varying periods of time from the Date of Substantial Completion of the Project Component. The Work to be Guaranteed, the form, and the time limit of the Guarantee will be specified in the Contract Documents. Said Guarantee must be signed and submitted to Owner before Acceptance of the Work.
 - 3. The Guarantee period begins at the Date of Substantial Completion. Contractor must repair or replace all defective Work, together with any other Work affected by the repair or replacement during said Guarantee period without expense whatsoever to Owner.
 - 4. Approximately thirty (30) days before completion of the entire Work of the Project, Contractor must meet with Owner regarding Warranty/Guarantee requirements. Owner will establish communication procedures for notifying Contractor of Warranty defects, priorities regarding the type of defect, time required for Contractor response, and other details deemed necessary by Owner for execution of the Warranty/Guarantee.
 - 5. In the event of Contractor's failure to comply with the requirements of any Warranty/Guarantee required by the Contract Documents within three (3) calendar days after being notified in writing, Owner may proceed to have the defects repaired and made good at the expense of Contractor who must pay all costs and charges immediately upon demand.
 - 6. Contractor agrees to provide Owner with documentation of all product warranties provided by product manufacturer and/or distributor.

ARTICLE II - PRODUCTS – NOT USED

ARTICLE III - EXECUTION – NOT USED

END OF DOCUMENT 01 7700

**San Mateo County – Project Development Unit
Sanchez-Adobe Visitor Center Project**

DOCUMENT 01 7800

CLOSEOUT SUBMITTALS

ARTICLE I – GENERAL

1.01. Summary

- A. This Document specifies general, administrative and procedural requirements for Project Record Documents. Contractor shall have complete responsibility for preparation of marked-up and final Record Documents.
- B. Project Record Documents required include:
 - 1. Marked-up copies of Contract Drawings.
 - 2. Marked-up copies of Shop Drawings and Coordination Drawings, including Contractor's design documents and drawings.
 - 3. Newly prepared Drawings.
 - 4. Marked-up copies of Project Manual/Specifications, Addenda and Contract Modifications.
 - 5. Marked-up Project Data submittals.
 - 6. Record Samples.
 - 7. Field records for variable and concealed conditions.
 - 8. All undelivered photographs.
 - 9. Final, complete, edited and drafted versions of the above documents, provided in three (3) sets of hard copies and three (3) sets of electronic files on flash drives.
- C. Specific Project Record Documents requirements that expand requirements of this Document are included in the individual Sections of Divisions 2 through 33.
- D. General Project closeout requirements are included in Document 01 7700 (Closeout Procedures).
- E. Maintenance of Documents and Samples.
 - 1. Store Project Record Documents and samples in the field office apart from Contract Documents used for construction.
 - 2. Project Record Documents are not permitted to be used for construction purposes.
 - 3. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.
 - 4. Make documents and samples available at all times for inspection by Owner.
- F. During the construction period, Contractor shall maintain one (1) full-size set of the approved Construction Permit drawings and one (1) Project Manual for Contractor's use for recording as-built conditions.

1.02. Project Record Drawings

- A. Mark-up Procedure. During the construction period, maintain a set of Contract Drawings, Coordination Drawings and Shop Drawings for Project Record Document purposes. Label the cover of each document (on first sheet or page) 'PROJECT RECORD' in two (2.35") inches high printed letters and each page of the field set "PROJECT RECORD DRAWINGS" in neat large printed letters in the lower right-hand corner.
- B. Keep record documents current. Note: A reference by number to a Contract Modification, RFI, Supplemental Instruction or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.
 - 1. Mark these Drawings to indicate the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - a. Dimensional changes to the Drawings.
 - b. Revisions to details shown on the Drawings.
 - c. Depths of various elements of foundation in relation to main floor level or survey datum.
 - d. Horizontal and vertical location of underground duct banks, utilities and appurtenances referenced to permanent surface improvements.

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Sanchez-Adobe Visitor Center Project

- e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - f. Establish locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub-outs, invert elevations, and similar items.
 - g. Provide actual numbering of each electrical circuit.
 - h. Field changes of dimension and detail.
 - i. Revisions to routing of piping and conduits.
 - j. Revisions to electrical circuitry.
 - k. Actual equipment locations.
 - l. Duct size and routing.
 - m. Changes made by Contract Modification.
 - n. Details not on original Contract Drawings.
2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
 3. Mark Project Record Drawing sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
 4. Mark important additional information that was either shown schematically or omitted from original Drawings.
 5. Note Construction Change Directive numbers; alternate numbers; Contract Modification numbers and similar identification.
 6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
 - a. Accurately record information in an understandable and legible drawing technique.
 - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
 7. See also Document 01 3250 (Record Documents As-Builts).
- C. Preparation of Final Record Drawings. Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with Owner. When authorized, prepare a full set of updated As-Built Model(s) in BIM, see Document 01 3120 (Building Information Modeling (BIM) and Coordination Drawings) and prints of Contract Drawings and Shop Drawings.
1. Incorporate changes and additional information previously marked on print sets. Delete, cloud, redraw/modify, and add details and notations where applicable. Identify and date each Drawing revision; include the printed designation 'PROJECT RECORD DRAWINGS' in a prominent location on each Drawing.
 2. Refer instances of uncertainty requiring clarifications to Owner for resolution.
 3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets. Submit the marked-up Project Record Drawings set to Owner.
- D. Shop Drawings and Samples. Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes.
- E. Incorporate all comments applicable that have been provided after the review(s).
- 1.03. Project Record Project Manual (Specifications)**
- A. During the construction period, Contractor shall maintain one (1) copy of the Project Manual, including addenda and modifications issued, for Project Record Document purposes.

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Sanchez-Adobe Visitor Center Project**

1. Mark the Project Record Manual to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, change order work, and information on concealed installation that would be difficult to identify or measure and record later.
 - a. In each Project Manual Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
 - b. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
 - c. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
- B. Upon completion of mark-up, submit Project Record Manual to Owner for Owner records.

1.04. Project Record Data

- A. During the construction period, Contractor shall maintain one (1) copy of each Project Record Product Data submittal for Project Record Document purposes.
 1. Mark Project Record Product Data to indicate the actual product installation where the installation varies from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the site, and changes in manufacturer's instructions and recommendations for installation.
 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 3. Note related Contract Modifications and mark-up of Project Record Drawings, where applicable.
 4. Upon completion of mark-up, submit a complete set of Project Record Product Data to Owner for Owner records.
 5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
 6. The prime Contractor is Responsible for mark-up and submittal of record Project Record Product Data for its own Work.

1.05. Material, Equipment and Finish Data

- A. Provide data for primary materials, equipment and finishes as required under each Project Manual/Specification section.
- B. Include additional information requested by Owner.
- C. Submit three (3) hard-copy sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers, with typewritten table of contents for each volume. Concurrently, submit one (1) electronic set in PDF (one file for each separate item) on flash drive.
- D. Arrange by Project Manual division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:
 1. Trade names.
 2. Model or type numbers.
 3. Assembly diagrams.
 4. Operating instructions.
 5. Cleaning instructions.
 6. Maintenance instructions.
 7. Recommended spare parts.
 8. Product data.

1.06. Miscellaneous Closeout Submittals

**San Mateo County – Project Development Unit
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- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to Owner for Owner records. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:
1. Field records on excavations and foundations.
 2. Field records on underground construction and similar work.
 3. Survey showing locations and elevations of underground lines.
 4. Invert elevations of drainage piping.
 5. Surveys establishing building lines and levels.
 6. Authorized measurements utilizing unit prices or allowances.
 7. Records of plant treatment.
 8. Ambient and substrate condition tests.
 9. Certifications received in lieu of labels on bulk products.
 10. Batch mixing and bulk delivery records.
 11. Testing and qualification of tradespersons.
 12. Documented qualification of installation firms.
 13. Load and performance testing.
 14. Inspections and certifications by governing authorities.
 15. Leakage and water-penetration tests.
 16. Fire resistance and flame spread test results.
 17. Final inspection and correction procedures.

ARTICLE II – PRODUCTS

2.01. Not applicable to this Document.

ARTICLE III – EXECUTION

3.01. Recording

- A. Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project. Owner will periodically review Project Record Documents to assure compliance with this requirement, and withhold five percent (5%) of any monthly progress payment until Project Record Documents are current.

3.02. Submittal

- A. At completion of Project, deliver three (3) paper copies and one (1) complete electronic copy on flash drive of Record Documents to Owner.
- B. Accompany submittal with transmittal letter containing:
1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Number and title of each record document
 5. Certification that each document as submitted is complete and accurate, and signature of Contractor, or Contractor's authorized representative.

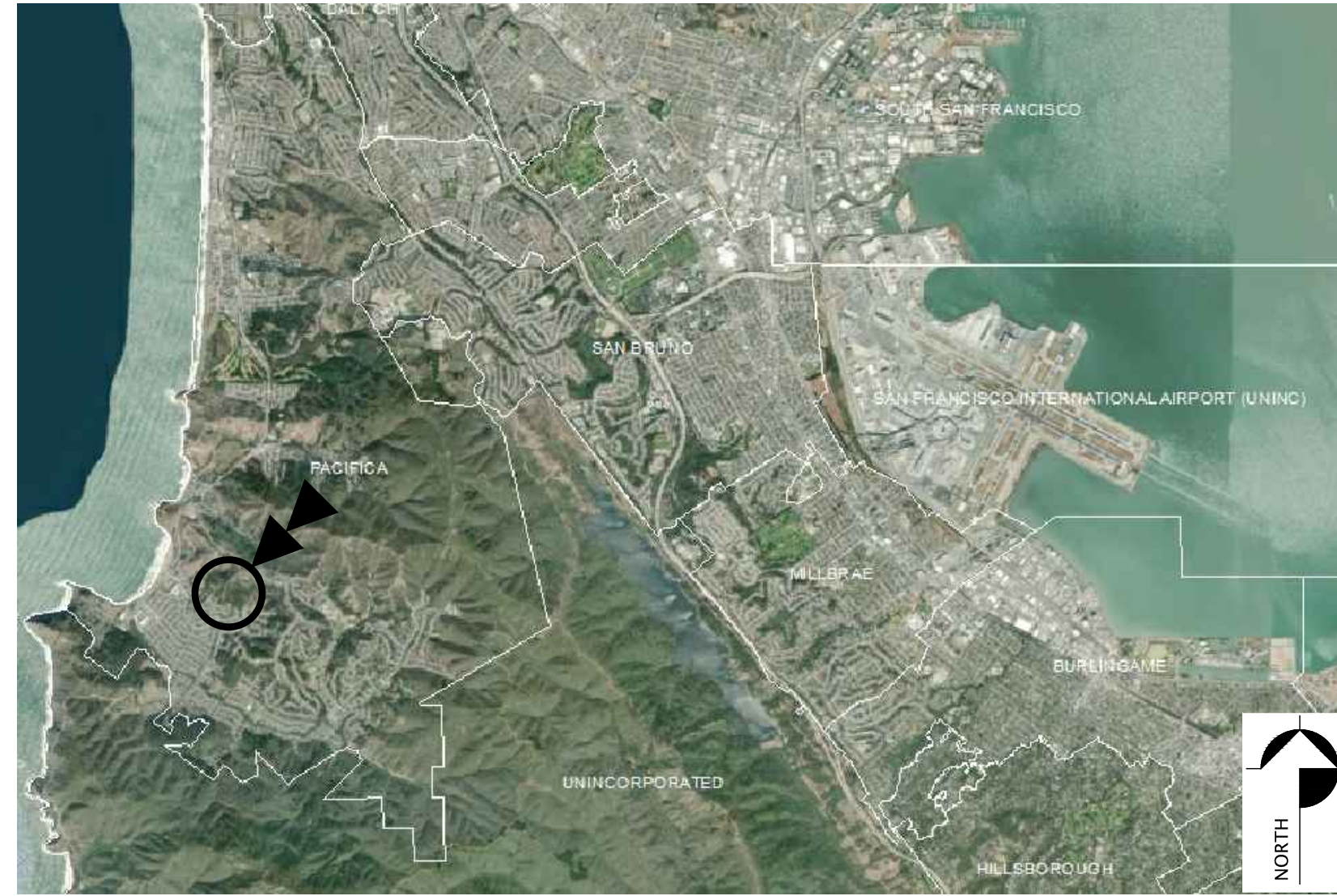
END OF DOCUMENT 01 7800

SANCHEZ ADOBE PARK

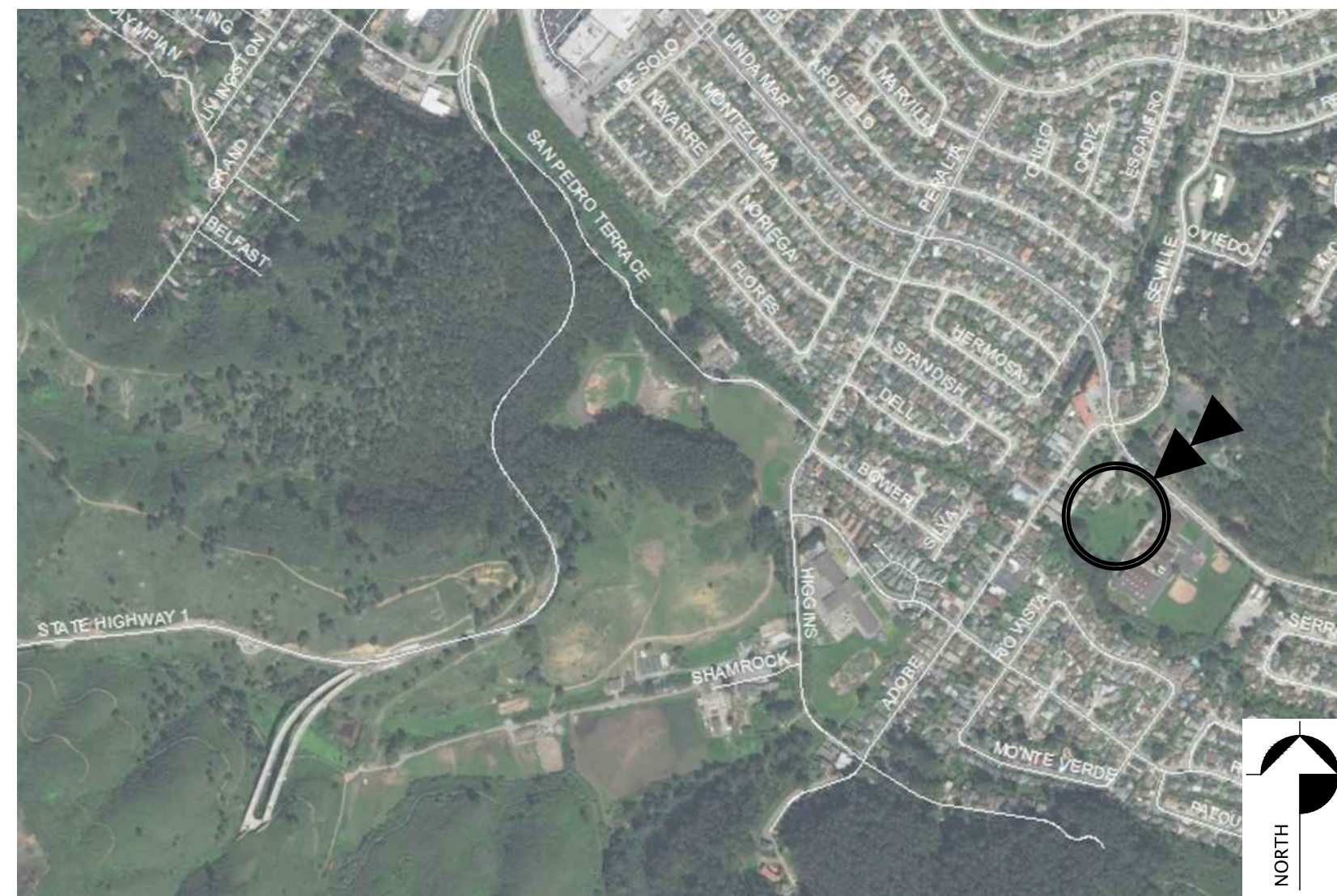
1000 LINDA MAR BLVD., PACIFICA, CA

UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER PROJECT

100% ENGINEERING DESIGN PLANS

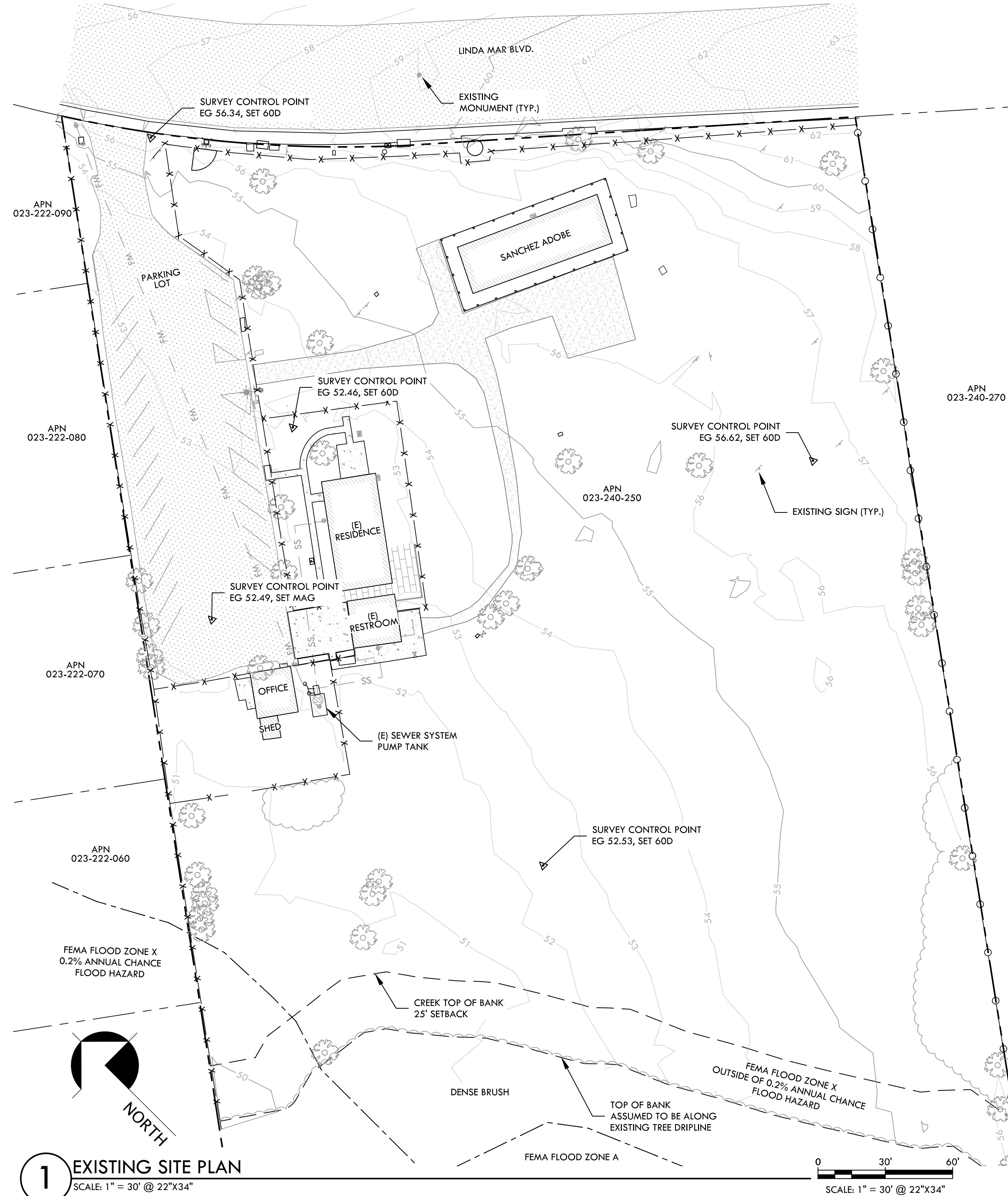


VICINITY MAP



SITE MAP

SHEET INDEX		
#	ID	SHEET TITLE
1	G0.0	COVER SHEET
2	C0.1	OVERALL SITE IMPROVEMENT PLAN
3	C1.0	CIRCULATION & PARKING PLAN
4	C2.0	GRADING PLAN
5	C2.1	VISITOR CENTER FINE GRADING PLAN
6	C3.0	STORMWATER MANAGEMENT PLAN
7	C4.0	CIVIL DETAILS
8	C5.0	WATER SYSTEM IMPROVEMENT PLAN
9	C5.1	WATER SYSTEM DETAILS
10	C6.0	SANITARY SEWER SYSTEM IMPROVEMENTS
11	C7.0	EROSION CONTROL PLAN & NOTES
12	C8.0	GENERAL & MATERIAL SPECIFICATIONS
13	C8.1	CONSTRUCTION SPECIFICATIONS
14	E0.1	SYMBOLS, ABBREV., CODES, STANDARDS, NOTES & SHEET INDEX
15	E0.2	LIGHT FIXTURE SCHEDULE, GENERAL DEMO. & CONSTRUCTION NOTES
16	E1.1	ELECTRICAL SINGLE LINE DIAGRAM
17	E2.1	ELECTRICAL SITE PLAN
18	E6.1	ELECTRICAL DETAILS
19	E7.1	ELECTRICAL SPECIFICATIONS
20	E7.2	ELECTRICAL SPECIFICATIONS
21	E7.3	ELECTRICAL SPECIFICATIONS



PROJECT CONTACTS

CLIENT
SAN MATEO COUNTY PARKS
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063
PHONE: 650-363-1823
CONTACT: SAM HERZBERG
SENIOR PLANNER

CIVIL ENGINEER
FALL CREEK ENGINEERING, INC.
1525 SEABRIGHT AVENUE
SANTA CRUZ, CA 95062
PHONE: 831-426-9054
CONTACT: PETER HAASE, P.E.
PRINCIPAL ENGINEER

ELECTRICAL ENGINEER
AURUM CONSULTING ENGINEERS
300 S. 1ST STREET, SUITE 342
SAN JOSE, CA 95113
PHONE: 408-564-7925
CONTACT: NAJIB ANWARY, P.E.
SENIOR PROJECT MANAGER

LAND SURVEYOR
BELLECCI AND ASSOCIATES
2290 DIAMOND BLVD., SUITE 100
CONCORD, CA 94520
PHONE: 925-685-4569
CONTACT: ALEX FONG
PRINCIPAL

GEOTECHNICAL ENGINEER
COTTON, SHIRES AND ASSOCIATES, INC.
300 VILLAGE LANE
LOS GATOS, CA 95030
PHONE: 408-354-5542
CONTACT: DAVID SCHRIER, P.E.
PRINCIPAL GEOTECHNICAL ENGINEER

GENERAL NOTES

PROJECT DESCRIPTION

SANCHEZ ADOBE PARK IS A COUNTY PARK THAT ENCOMPASSES 5.46 ACRES. SAN MATEO COUNTY PARKS (PARKS) HAS PROPOSED A NEW VISITOR/INTERPRETIVE CENTER TO PROVIDE AN EDUCATIONAL AND RECREATIONAL AREA TO HIGHLIGHT THE HISTORIC RESOURCE OF THE SITE. PARKS HAS RETAINED FCE TO PROVIDE ENGINEERING DESIGN PLANS FOR THE CIVIL, WATER, WASTEWATER AND ELECTRICAL IMPROVEMENTS FOR THE INTERPRETIVE CENTER AND ASSOCIATED IMPROVEMENTS, WHICH ALSO INCLUDES REPLACING THE EXISTING RESTROOMS ONSITE, WITH A NEW RESTROOM FACILITY.

THE IMPROVEMENTS WHICH INCLUDE:

1. CIVIL BASE IMPROVEMENTS
 - 1.1. GRADING AND DRAINAGE FOR THE FIRE TRUCK TURNAROUND, OVERFLOW PARKING, AND PATHWAYS AROUND VISITOR CENTER & RESTROOM
 - 1.2. STORMWATER MANAGEMENT FOR THE IMPERVIOUS SURFACE AREAS OF THE OVERFLOW PARKING AND THE VISITOR CENTER.
2. WATER SYSTEM
 - 2.1. TAPPING THE NORTH COAST COUNTY WATER DISTRICT MAIN
 - 2.2. ADDING 4"Ø FIRE SERVICE
 - 2.2. ADDING 3/4"Ø WATER SERVICE
3. SEWER SYSTEM
 - 3.1. CONNECTING THE (P) INTERPRETIVE CENTER TO EXISTING PUMP TANK
 - 3.2. CONNECTING THE (P) RESTROOMS TO EXISTING PUMP TANK
4. ELECTRICAL SYSTEM
 - 4.1. ADDING A PG&E PRIMARY LINE AND TRANSFORMER
 - 4.2. ADDING A SERVICE BOX TO PROVIDE NEW ELECTRICAL 4-100 AMP PANELS
 - 4.3. ADDING TELECOM LINES

SURVEY NOTES

1. THIS TOPOGRAPHIC SURVEY WAS CONDUCTED BY BELLECCI & ASSOCIATES ON JULY 5, 2018. THE COORDINATES AND BEARING SHOWN IN THE SURVEY ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM ZONE III, NAD83, NAVD88 DATUM EPOCH 2012. HORIZONTAL AND VERTICAL CONTROL DATA IS BASED ON REAL TIME GPS/GNSS NETWORK OBSERVATIONS PROVIDED BY CALIFORNIA DRAFTING AND SURVEY SUPPLY.
2. THE APN DATA SOURCE: SAN MATEO COUNTY GIS ENTERPRISE DATA
3. FEMA FLOOD ZONE AREAS FROM NATIONAL FLOOD HAZARD LAYER (FEMA).

SHEET TITLE:
COVER SHEET

CLIENT:
SAN MATEO COUNTY PARKS
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

PROJECT TITLE:
SANCHEZ ADOBE PARK
UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
1000 LINDA MAR BLVD.
PACIFICA, CA 94044
APN: 023-240-250

FALL CREEK ENGINEERING, INC.

Consulting Engineers

Civil • Environmental • Water Resources

1525 SEABRIGHT AVE.
SANTA CRUZ, CA 95062
TEL (831) 426-9054



DRAWN BY: CJC/BJS

CHECKED BY: PHH

DATE: JANUARY 2019

JOB NO: 21824

SCALE: AS SHOWN

SHEET:

G0.0

1 OF 21

PAVING SCHEDULE				
HATCH	T	SURFACING	T	BASE MATERIAL
	4"	PORTLAND CEMENT CONCRETE	6"	CLASS II AGGREGATE BASE ROCK
	11"	COMPACTED CLASS II AGGREGATE BASE ROCK	N/A	NOTE: BASE ROCK COMPACTED TO 95% RELATIVE COMPACTION
	6"	COMPACTED CLASS II AGGREGATE BASE ROCK	N/A	NOTE: BASE ROCK COMPACTED TO 90% RELATIVE COMPACTION
	3"	CLASS II AGGREGATE BASE ROCK	N/A	N/A

NOTES:

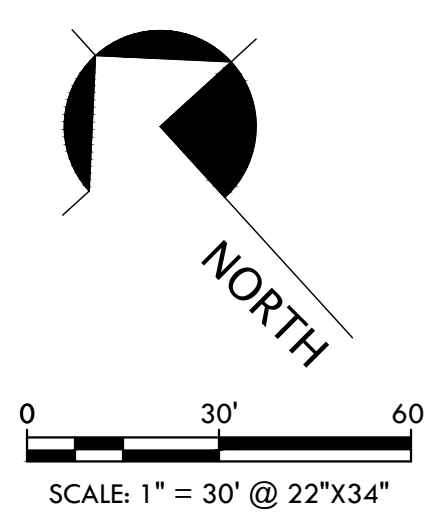
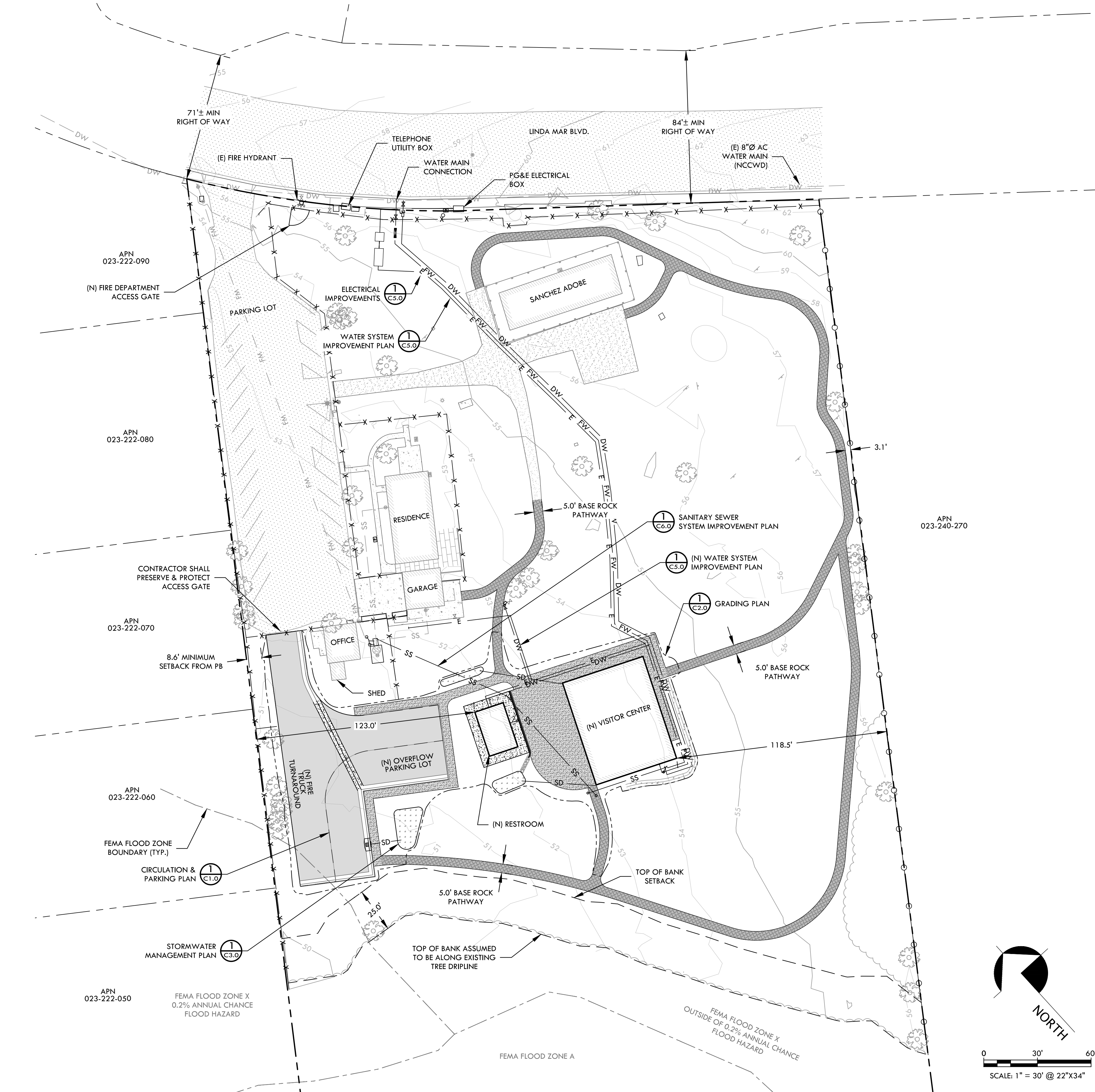
1. COMPACT ALL SUB-BASE TO 95% RELATIVE COMPACTION.

ABBREVIATIONS

AC	ASPHALT CONCRETE	HP	HIGH POINT
APPROX.	APPROXIMATE	INV	INVERT ELEVATION
BC	BEGIN CURVE	IRR	IRRIGATION
BVC	BOTTOM OF VERTICAL CURB	LP	LOW POINT
DRWY	DRIVEWAY	MH	MANHOLE
EG	EXISTING GRADE ELEVATION	(N)	NEW
ELEC	ELECTRIC	PB	PROPERTY BOUNDARY
EP	EDGE OF PAVEMENT	SSCO	SANITARY SEWER CLEAN OUT
(E)	EXISTING	SSMH	SANITARY SEWER MANHOLE
FD	FOUNDATION DRAIN	TRC	TOP OF ROLLED CURB
FEN/FNC	FENCE	TOP	TOP OF PIPE
FG	FINISHED GRADE ELEVATION	TVC	TOP OF VERTICAL CURB
FH	FIRE HYDRANT	UTIL	UTILITY
FL	FLOW LINE	VLV	VALVE
GB	GRADE BREAK	WM	WATER METER
GLIP	GUTTER LIP	WTR	WATER
		WV	WATER VALVE

LEGEND

	MONUMENT
	SET 60D NAIL, CONTROL POINT
	ELECTRIC BOX
	GAS METER
	LIGHT POLE
	SANITARY SEWER CLEAN OUT
	SANITARY SEWER MANHOLE
	SIGN
	STREET LIGHT
	WATER HYDRANT
	WATER METER
	WATER VALVE
	FENCE LINE CHAIN
	FENCE LINE WOOD
	FEMA FLOOD ZONE LINE
	EXISTING CONCRETE
	EXISTING PAVEMENT
	EXISTING DECK
	EXISTING DIRT PATH
	PROPOSED STABILIZED COMPACTED BASE ROCK SURFACING (90% & 95% RELATIVE COMPACTION, RESPECTIVELY)
	PROPOSED CONCRETE SURFACING
	PROPOSED AGGREGATE BASE ROCK PATHWAY
	FUTURE LANDSCAPING
	EXISTING SANITARY SEWER FORCE MAIN
	EXISTING SANITARY SEWER SERVICE
	EXISTING DOMESTIC WATER MAIN
	PROPOSED DOMESTIC WATER SERVICE
	PROPOSED FIRE WATER SERVICE
	PROPOSED SANITARY SEWER SERVICE
	PROPOSED ELECTRICAL CONDUIT (SEE TRENCH SECTIONS FOR SERVICE TYPE)
	PROPOSED STORM DRAIN PIPE
	PROPERTY BOUNDARY (APPROX. LOCATION)
	ADJACENT PROPERTY BOUNDARY (APPROX. LOCATION)



1 OVERALL SITE IMPROVEMENT PLAN
SCALE: 1" = 30' @ 22"x34"

SHEET TITLE:
OVERALL SITE IMPROVEMENT PLAN

CLIENT:
SAN MATEO COUNTY PARKS
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

PROJECT TITLE:
SANCHEZ ADOBE PARK
UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
1000 LINDA MAR BLVD.
PACIFICA, CA 94044
APN: 023-240-250

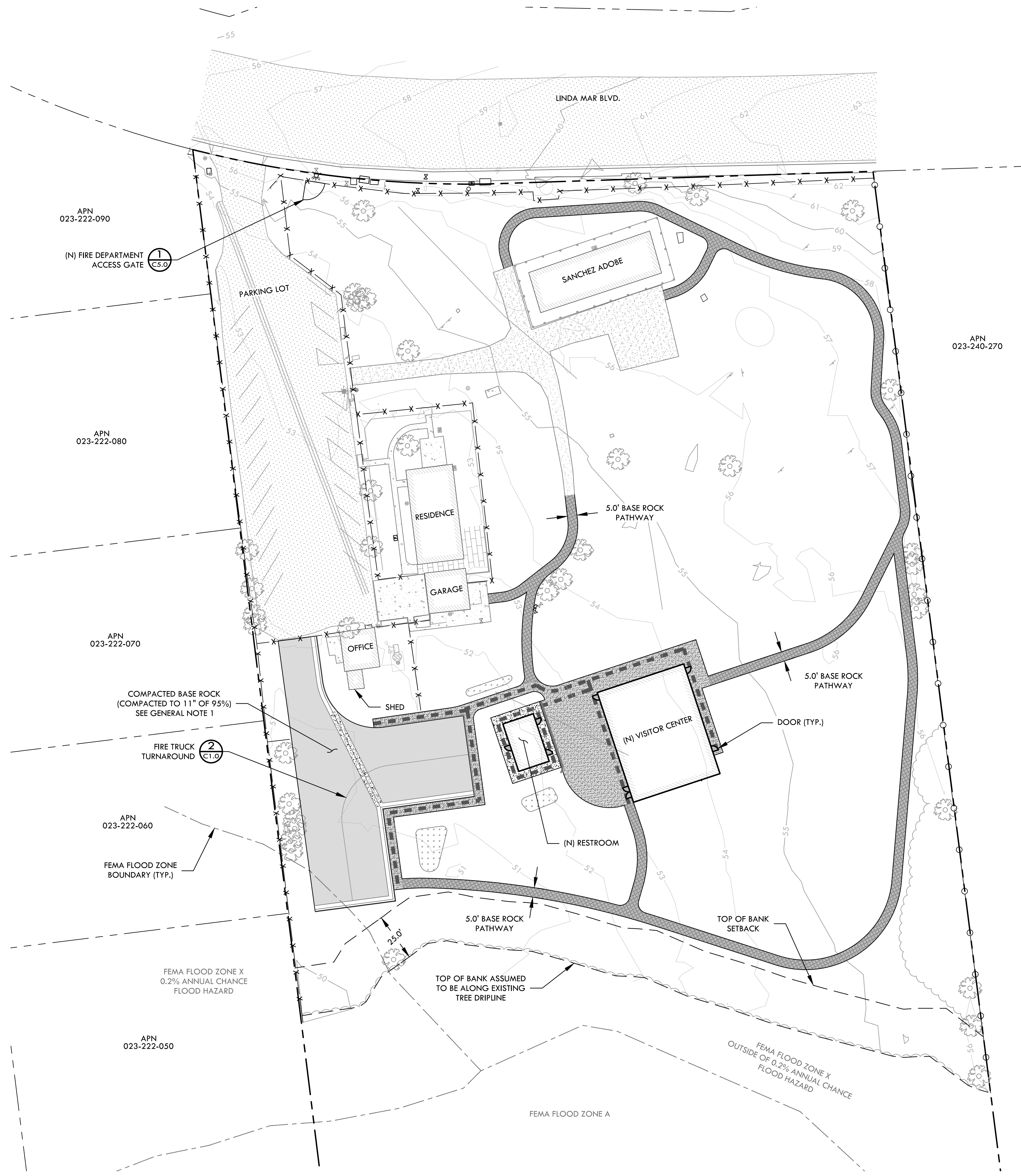
FALL CREEK ENGINEERING, INC.

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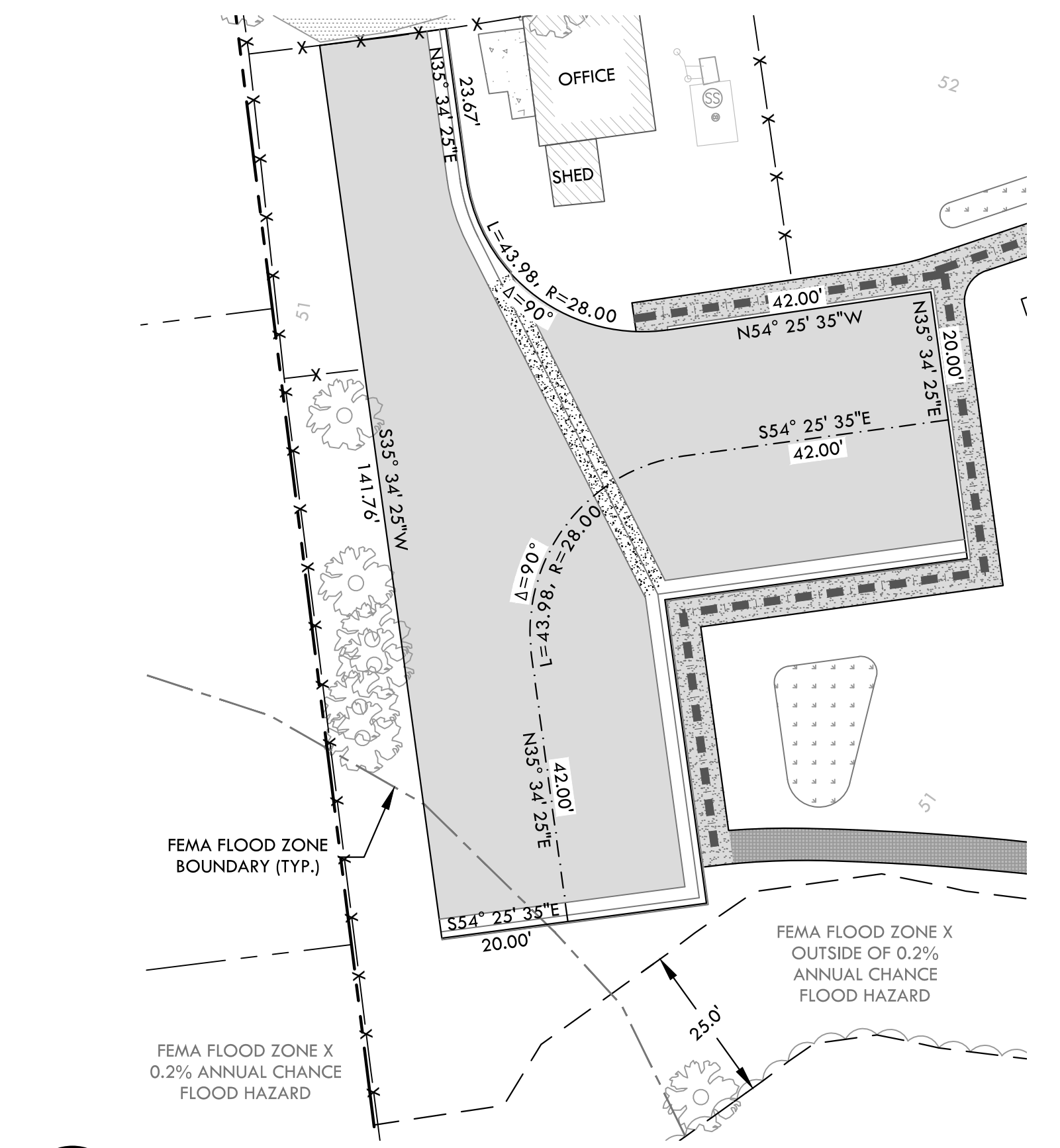


DRAWN BY: CJC/BJS
CHECKED BY: PHH
DATE: JANUARY 2019
JOB NO: 21824
SCALE: AS SHOWN
SHEET:

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2 OF 21



1 CIRCULATION & PARKING PLAN
SCALE: 1" = 30' @ 22"x34"



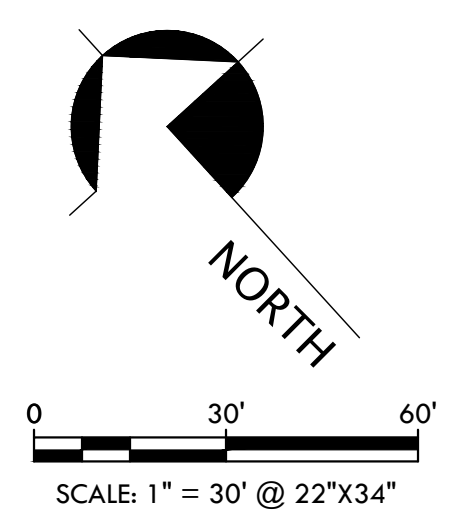
2 FIRE TRUCK TURNAROUND
SCALE: 1" = 20' @ 22"x34"

GENERAL NOTES:

- IF OVERFLOW PARKING LOT IS TO REMAIN UNPAVED, PRECAUTIONS MUST BE TAKEN TO REDUCE VEHICULAR TRAFFIC IN SAID AREA, SUCH AS BUT NOT LIMITED TO CLOSING TO VEHICULAR ACCESS DURING RAINY SEASONS. IF LOT IS PAVED, ASPHALT CONCRETE PAVING IS RECOMMENDED IN THIS PARTICULAR SECTION OF THE SITE PER THE GEOTECHNICAL REPORT AT 3" OF ASPHALT CONCRETE ABOVE 11" OF AGGREGATE BASE COMPACTED TO 95%. (SEE "GEOTECHNICAL INVESTIGATION; SANCHEZ ADOBE VISITOR CENTER", COTTON, SHIRES AND ASSOCIATES, INC., MAY 2018)

LEGEND

●	MONUMENT	▨	EXISTING CONCRETE
△	SET 60D NAIL, CONTROL POINT	▩	EXISTING PAVEMENT
□	ELECTRIC BOX	▧	EXISTING DECK
⊕	GAS METER	▤	EXISTING DIRT PATH
⊙	LIGHT POLE	▥	PROPOSED STABILIZED COMPACTED BASE ROCK SURFACING (90% & 95% RELATIVE COMPACTION, RESPECTIVELY)
⊖	SANITARY SEWER CLEAN OUT	▦	PROPOSED CONCRETE SURFACING
⊗	SANITARY SEWER MANHOLE	▧	PROPOSED AGGREGATE BASE ROCK PATHWAY
⊘	SIGN		
⊙	STREET LIGHT		
⊗	WATER HYDRANT		
⊖	WATER METER		
⊕	WATER VALVE		
⊙	FENCE LINE CHAIN		
⊗	FENCE LINE WOOD		
⊖	PROPERTY BOUNDARY (APPROX. LOCATION)		
⊕	FEMA FLOOD ZONE LINE		
⊗	ACCESSIBLE ROUTE OF TRAVEL		



SHEET TITLE
CIRCULATION & PARKING PLAN

CLIENT
SAN MATEO COUNTY PARKS
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

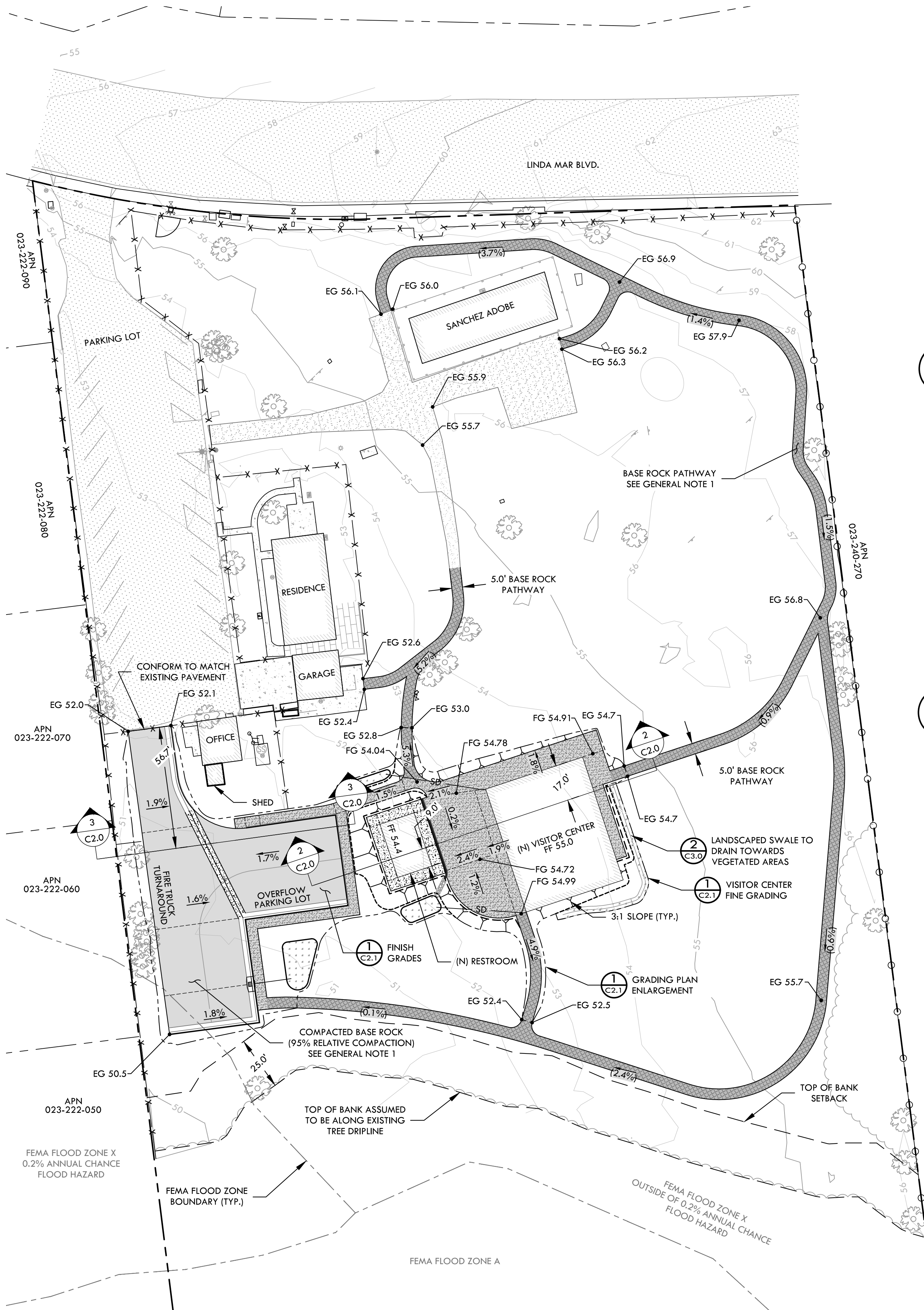
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FALL CREEK ENGINEERING, INC.
Consulting Engineers
Civil • Environmental • Water Resources

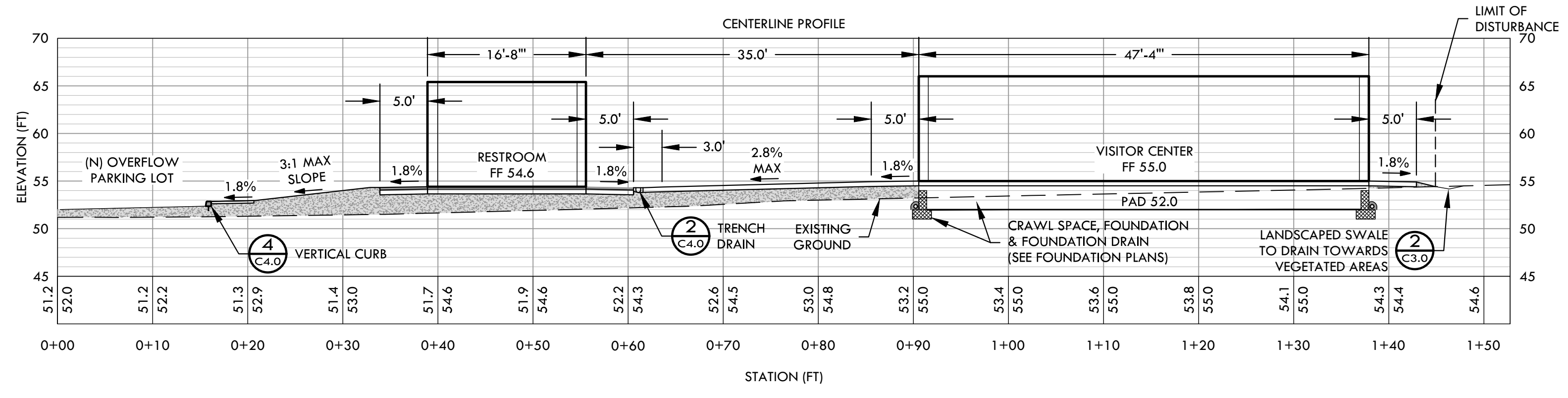
1525 SEABRIGHT AVE.
SANTA CRUZ, CA 95062
TEL (831) 426-9054



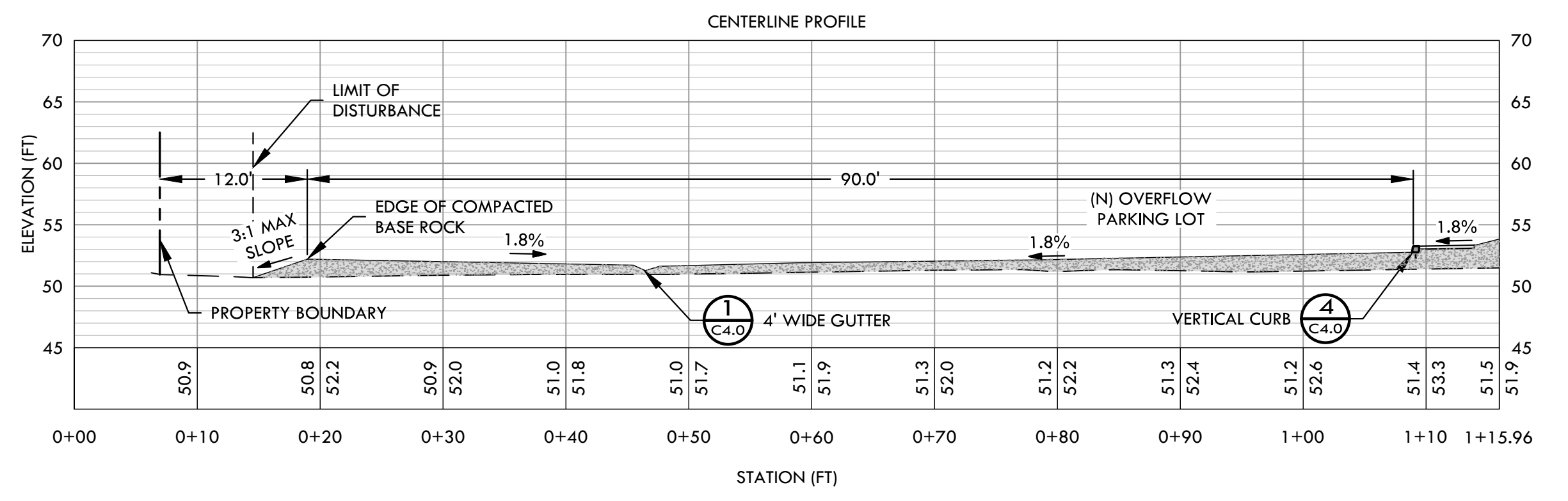
DRAWN BY: CJC/BJS
CHECKED BY: PHH
DATE: JANUARY 2019
JOB NO: 21824
SCALE: AS SHOWN
SHEET:



1 GRADING PLAN
SCALE: 1" = 30' @ 22"x34"



2 GRADING SECTION (WITHIN LIMIT OF DISTURBANCE)
SCALE: HORIZONTAL: 1" = 10' VERTICAL: 1" = 10' @ 22"x34"



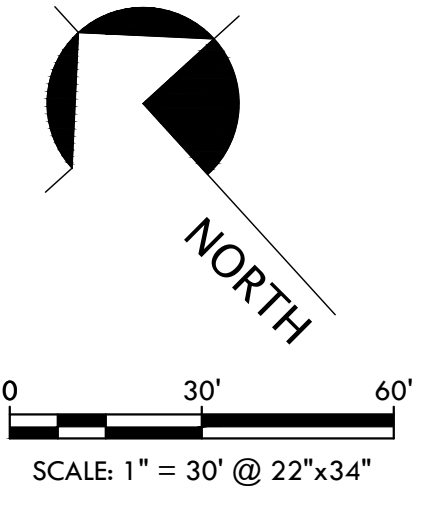
3 GRADING SECTION (WITHIN LIMIT OF DISTURBANCE)
SCALE: HORIZONTAL: 1" = 10' VERTICAL: 1" = 10' @ 22"x34"

PRELIMINARY GRADING VOLUMES	
CUT	215 CY
FILL	550 CY
NET TOTAL	335 CY FILL
LIMIT OF DISTURBANCE	0.46 AC

- GENERAL GRADING NOTES:**
- AGGREGATE BASE ROCK TO BE APPLIED OVER EXISTING GRADE. THIS NOTE IS APPLICABLE WHEN IMPROVEMENTS ARE OUTSIDE OF LIMITS OF DISTURBANCE (NAMELY ALONG PATHWAYS).
 - COMPACTED BASE ROCK WITHIN THE LIMITS OF DISTURBANCE TO BE APPLIED AT FINISHED GRADE AS SHOWN ON PLANS (90% OR 95% RELATIVE COMPACTION PER PLANS).
 - THE BALANCE OF CUT AND FILL ARE ESTIMATED QUANTITIES ONLY.
 - GRADING VOLUMES DO NOT ACCOUNT FOR PAVEMENT/CONCRETE SECTIONS.

LEGEND

- EG 55.0 EXISTING GRADE ELEVATION
- FG 55.00 FINISHED GRADE ELEVATION
- 3:1 MAX SLOPE
- FUTURE LANDSCAPING
- LIMIT OF DISTURBANCE
- TOP OF SLOPE
- TOE OF SLOPE
- GRADE BREAK
- FENCE LINE CHAIN
- FENCE LINE WOOD
- PROPERTY BOUNDARY (APPROX. LOCATION)
- FEMA FLOOD ZONE LINE
- EXISTING CONCRETE
- EXISTING PAVEMENT
- EXISTING DECK
- EXISTING DIRT PATH
- PROPOSED STABILIZED COMPACTED BASE ROCK SURFACING (90% & 95% RELATIVE COMPACTION, RESPECTIVELY)
- PROPOSED CONCRETE SURFACING
- PROPOSED AGGREGATE BASE ROCK PATHWAY



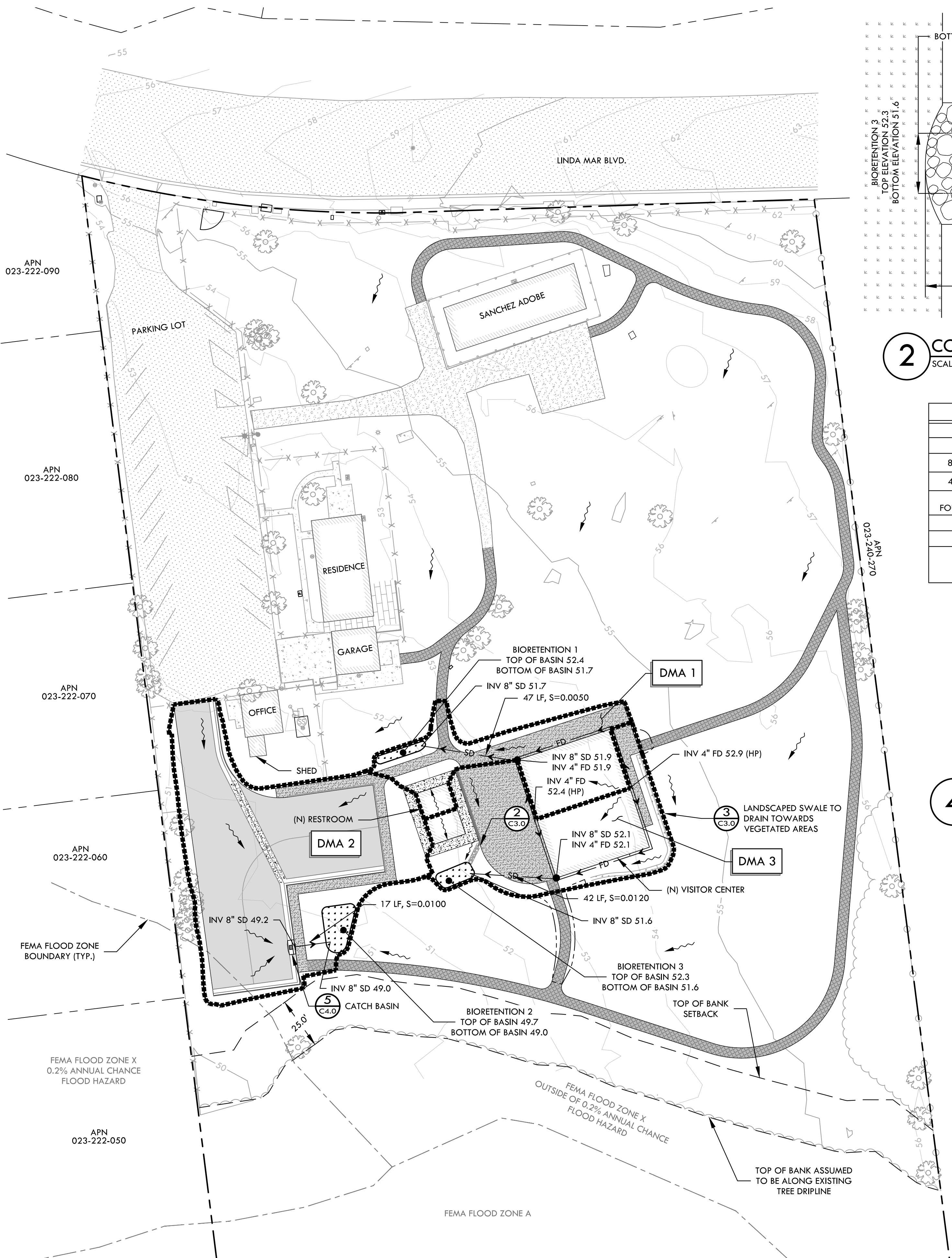
SHEET TITLE: **GRADING PLAN**

CLIENT: **SAN MATEO COUNTY PARKS**
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

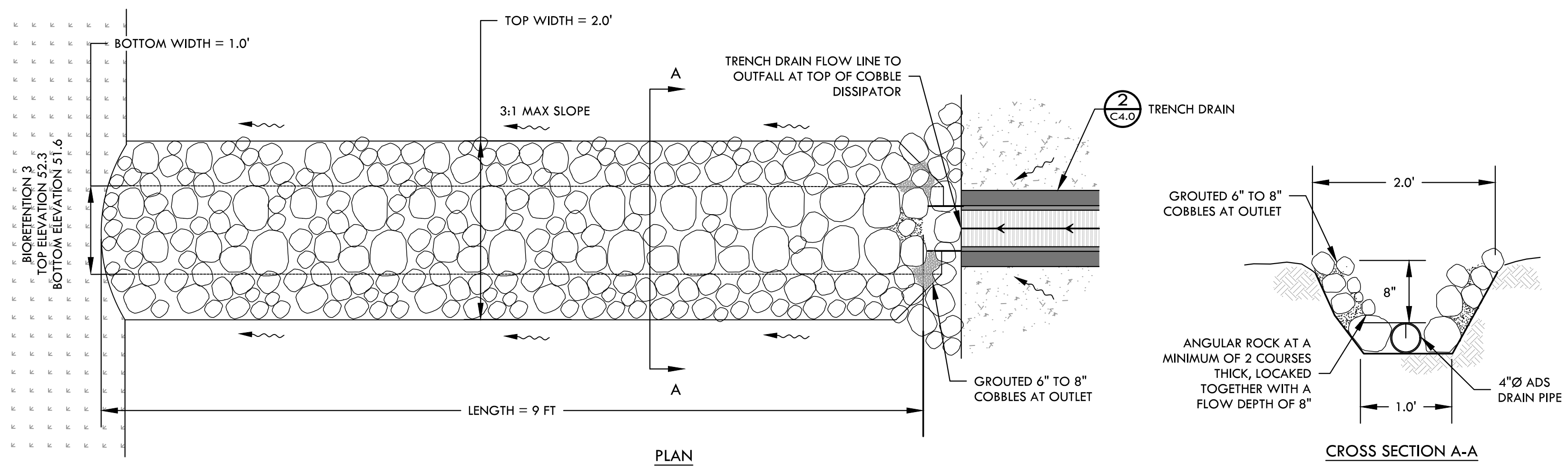
PROJECT TITLE: **SANCHEZ ADOBE PARK**
UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
1000 LINDA MAR BLVD.
PACIFICA, CA 94044
APN: 023-240-250

FALL CREEK ENGINEERING, INC.
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SANTA CRUZ, CA 95062
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DRAWN BY: CJC/BJS
CHECKED BY: PHH
DATE: JANUARY 2019
JOB NO: 21824
SCALE: AS SHOWN
SHEET: **C2.0**
4 OF 21

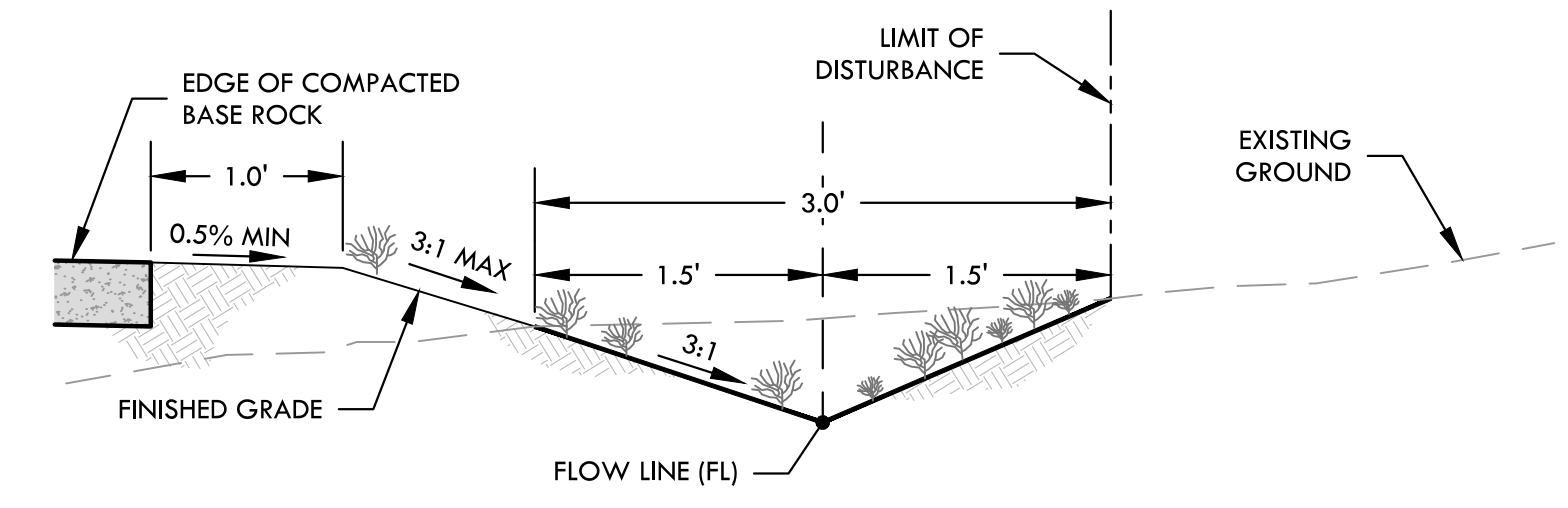


1 STORMWATER MANAGEMENT PLAN
SCALE: 1" = 30' @ 22"x34"

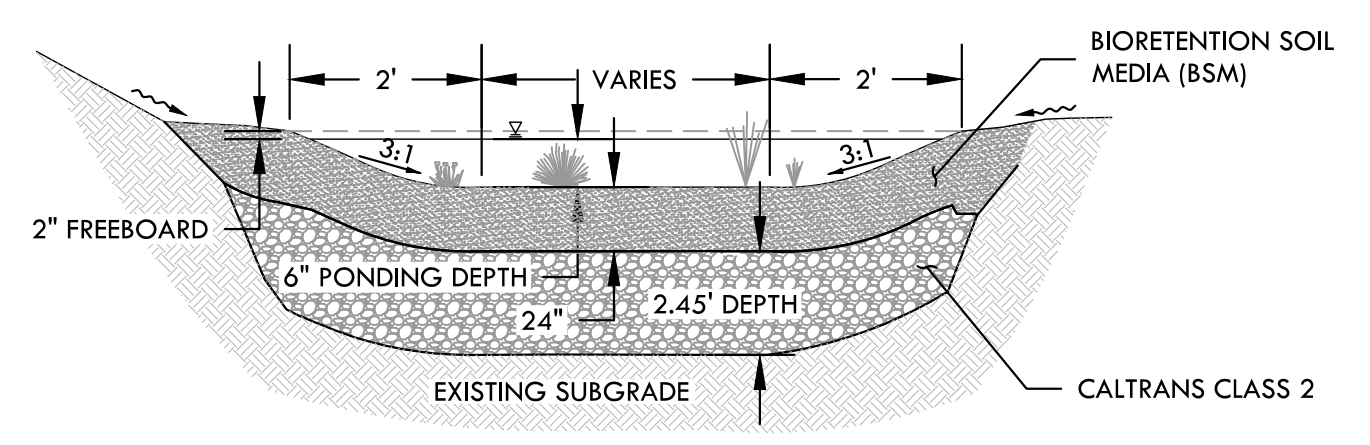


2 COBBLE ENERGY DISSIPATOR
SCALE: 1" = 1' @ 22"x34"

STORM DRAIN PIPE & STRUCTURE SCHEDULE		
PIPES		
TYPE	MATERIAL	QUANTITY (LF)
8" STORM DRAIN PIPE	HDPE	106
4" STORM DRAIN PIPE	HDPE	9
4" PERFORATED FOUNDATION DRAIN PIPE	(SEE FOUNDATION PLANS)	222
STRUCTURES		
TYPE	STANDARD	QUANTITY
CATCH BASIN	"TYPE F1" CATCH BASIN PER CITY OF SAN MATEO STANDARDS (03-01-119)	1



3 LANDSCAPE SWALE
SCALE: 1" = 1' @ 22"x34"



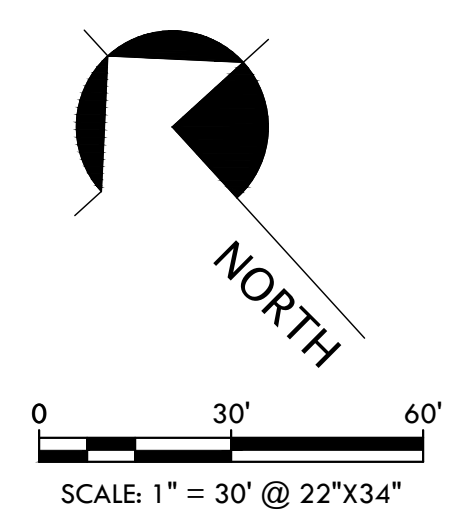
4 TYPICAL BIORETENTION BASIN
SCALE: NTS

PROPOSED DEVELOPMENT AREA AND IMPERVIOUS AREA	
SITE	SQ FT
PRE-PROJECT IMPERVIOUS SURFACE AREA	19,675
AMOUNT OF IMPERVIOUS SURFACE AREA THAT WILL BE REPLACED	0
AMOUNT OF NEW IMPERVIOUS SURFACE AREA THAT WILL BE CREATED	14,813
REDUCED IMPERVIOUS AREA CREDIT	0
NEW AND REPLACED IMPERVIOUS AREA	14,813
POST-PROJECT IMPERVIOUS SURFACE AREA	34,488

DMA	DRAINAGE MANAGEMENT AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	EFFECTIVE IMPERVIOUS AREA (SF)	VOLUME REQUIRED (CF)	PROVIDED BIORETENTION AREA (SF)	PONDING DEPTH (IN)	PROVIDED BIORETENTION VOLUME (CF)
1	3,681	2,728	953	2,823	237	90	6	237
2	10,603	8,117	2,486	8,366	702	270	6	702
3	5,573	3,968	1,605	4,129	347	133	6	347

NOTES:
1. BIORETENTION BASIN STORAGE CALCULATIONS ARE BASED ON THE COMBINATION FLOW AND VOLUME METHOD WORKSHEET OF THE COUNTY OF SAN MATEO WATER POLLUTION PREVENTION PROGRAM.

LEGEND			
	DOWNSPOUT		EXISTING CONCRETE
	DRAINAGE MANAGEMENT AREA NUMBER		EXISTING PAVEMENT
	DRAINAGE MANAGEMENT AREA LIMIT		EXISTING DECK
	SLOPED BIORETENTION AREA		EXISTING DIRT PATH
	FLOW DIRECTION ARROW		PROPOSED STABILIZED COMPACTED BASE ROCK SURFACING (90% & 95% RELATIVE COMPACTION, RESPECTIVELY)
	FENCE LINE CHAIN		PROPOSED CONCRETE SURFACING
	FENCE LINE WOOD		PROPOSED AGGREGATE BASE ROCK PATHWAY
	LIMIT OF DISTURBANCE		
	FEMA FLOOD ZONE LINE		
	8" HDPE STORM DRAIN PIPE		
	4" FOUNDATION DRAIN PIPE		



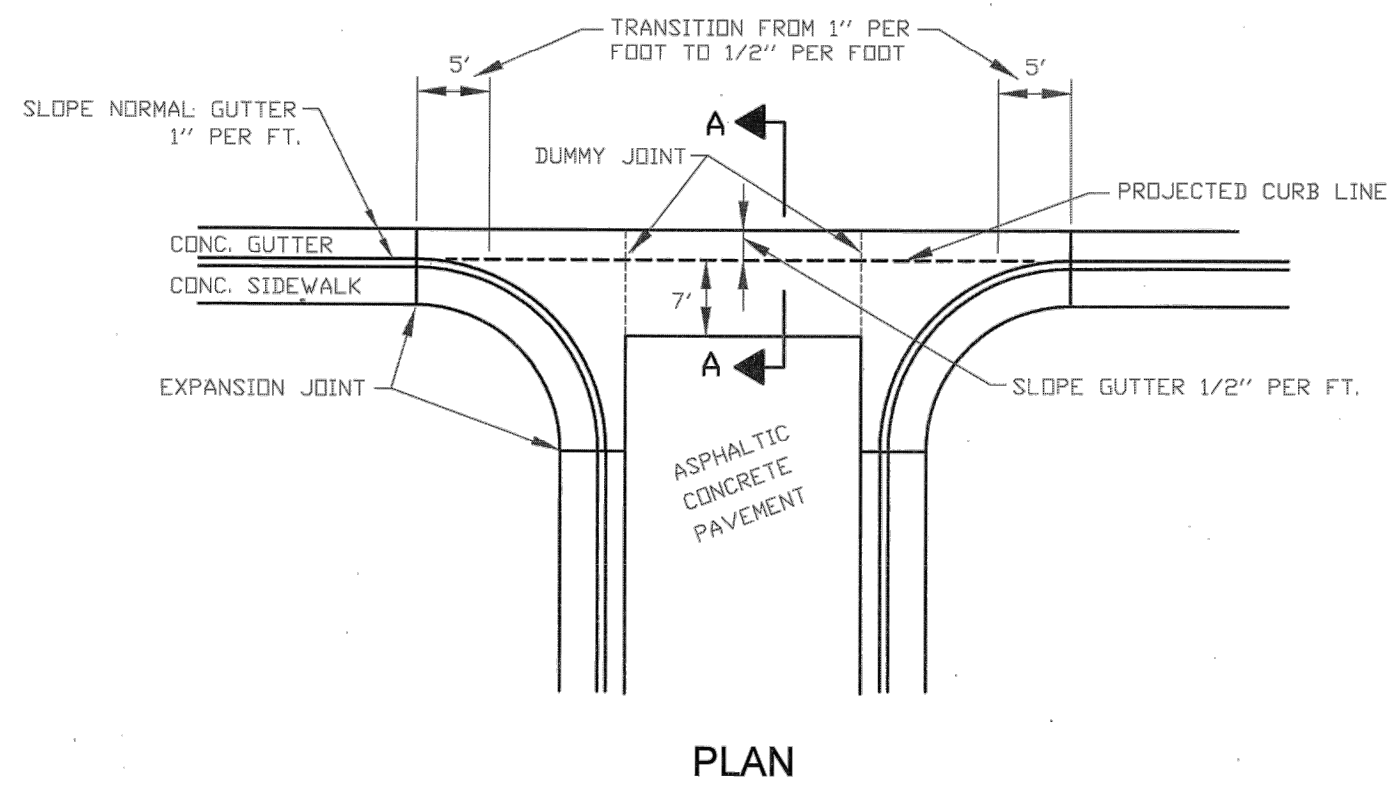
STORMWATER MANAGEMENT PLAN

CLIENT: **SAN MATEO COUNTY PARKS**
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

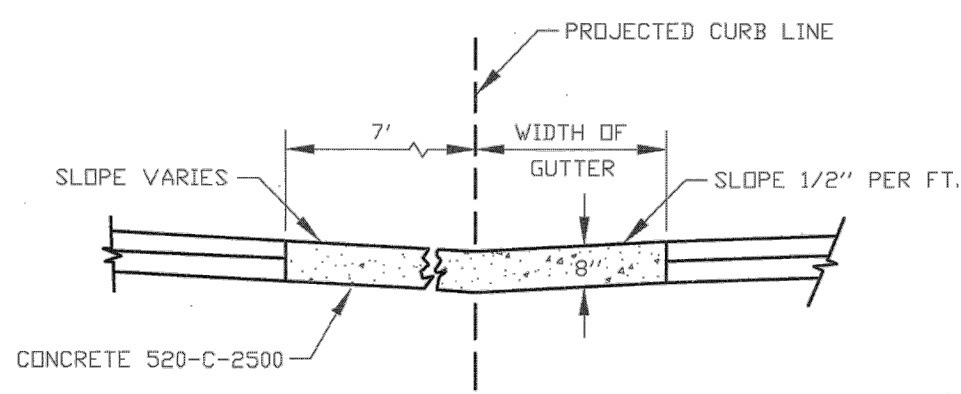
PROJECT TITLE: **SANCHEZ ADOBE PARK**
UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
1000 LINDA MAR BLVD.
PACIFICA, CA 94044
APN: 023-240-250

DRAWN BY: CJC/BJS
CHECKED BY: PHH
DATE: JANUARY 2019
JOB NO: 21824
SCALE: AS SHOWN
SHEET:

C3.0
6 OF 21

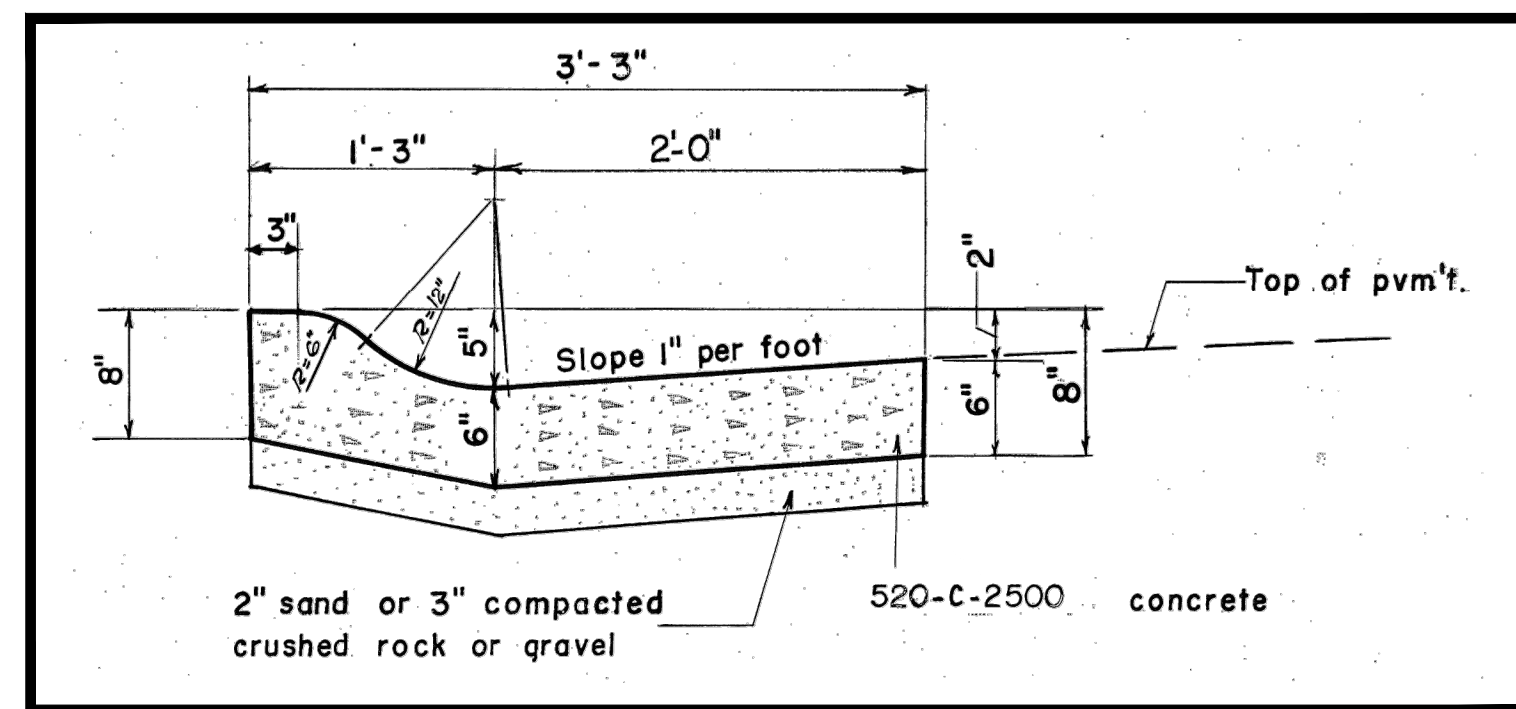


PLAN

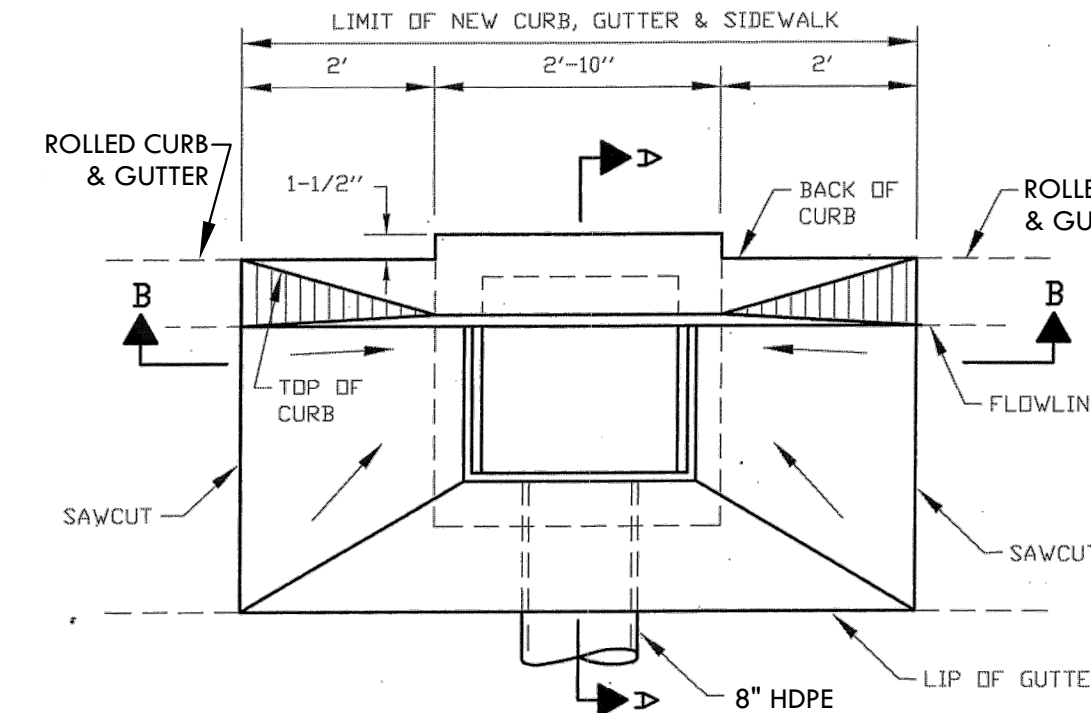


SECTION A-A

NOTE:
WARP PAVEMENT TO MEET VALLEY GUTTER.
FLOW LINE OF GUTTER SHALL BE MAINTAINED -
NOT THE LIP OF GUTTER.



2" sand or 3" compacted
crushed rock or gravel

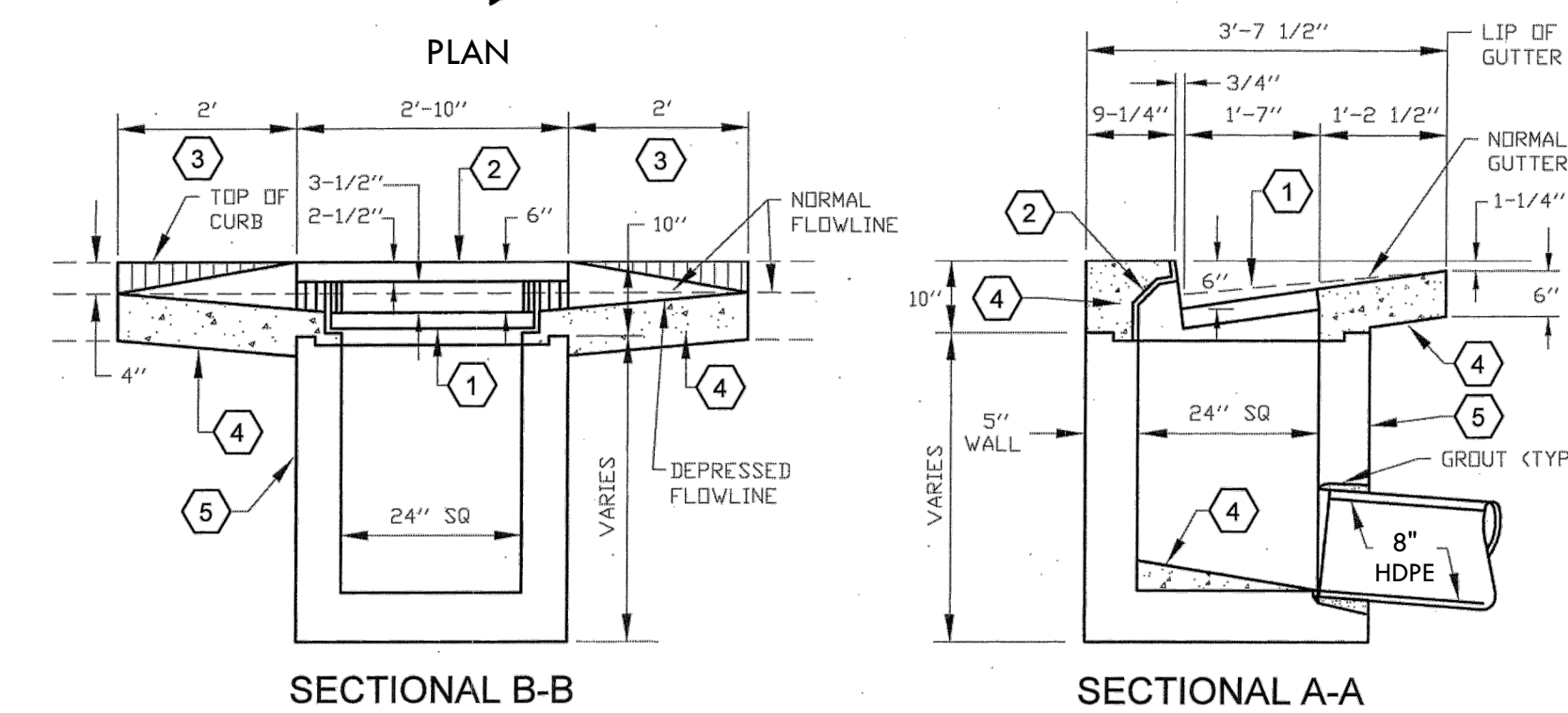


PLAN

SECTIONAL B-B

CONSTRUCTION NOTES:

- 1 INSTALL SANTA ROSA CAST PRODUCTS PH-204 FRAME AND GRATE OR APPROVED EQUAL.
- 2 INSTALL SANTA ROSA CAST PRODUCTS PELICAN SERIES MODEL A2 INLET HOOD FIBERGLASS LINER ASSEMBLY OR APPROVED EQUAL.
- 4 560-B-3250 POURED CONCRETE.
- 5 SANTA ROSA PRECAST CONCRETE DROP INLET MODEL 2K OR APPROVED EQUAL.



SECTIONAL A-A

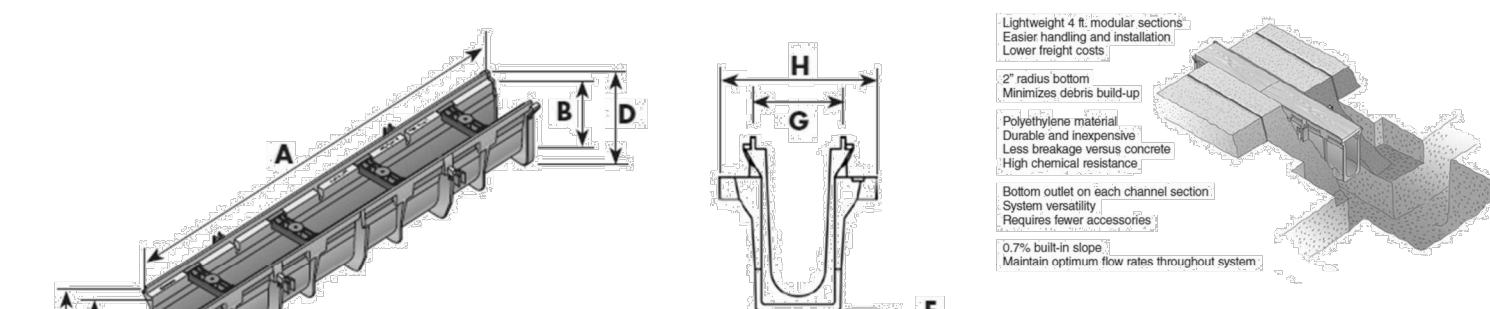
1 4' WIDE STANDARD CONCRETE VALLEY GUTTER
SCALE: NTS

3 ROLLED CURB & GUTTER
SCALE: NTS

5 CATCH BASIN
SCALE: NTS

DURA SLOPE™ CHANNEL DRAINS

Specifications: NDS Dura Slope™ is a 6 1/2" wide, 48" long trench drain system with a built-in slope of 0.7%. Each channel section is molded of gray structural foam polyethylene with UV inhibitors and has a 2" radius bottom. The system consists of 4-foot channel sections including 24 pre-sloped channel sections and 9 neutral channel sections. The sloped channel sections enable the system to extend to a length of 96 feet with a continuous slope. Add neutral channels to extend the system run to an excess of 132 feet. By incorporating central collection through the use of the catch basin assembly, the Dura Slope™ trench drain system can be extended to lengths up to 266 feet. Dura Slope™ channels are designed with the pre-installed ProFit™ locking system, which maintains structural integrity during installation and locking devices for the grating. LevelLoc™ integral re-bar supports are located at 24" intervals along each side of the channel and contain an internal protruding knob designed to grip #3 or #4 re-bar (1/2" - 1/2") for easier channel height adjustment during installation. Duraloc™ tongue and groove ends connect allowing for a precise fit and ensure straight channel runs, incorporating an integral snap-lock feature that prevents joint movement during channel installation. Each channel section is molded with a bottom outlet allowing for system versatility and ensuring proper drainage. Expansion joints must be provided parallel to each side of the drain run.



Lightweight & modular sections.
Easier handling and installation.
Lower height curb.

2" radius bottom.
Minimum depth build-up.

Polyethylene material.
Durable and impervious.
Long life expectancy.
High chemical resistance.

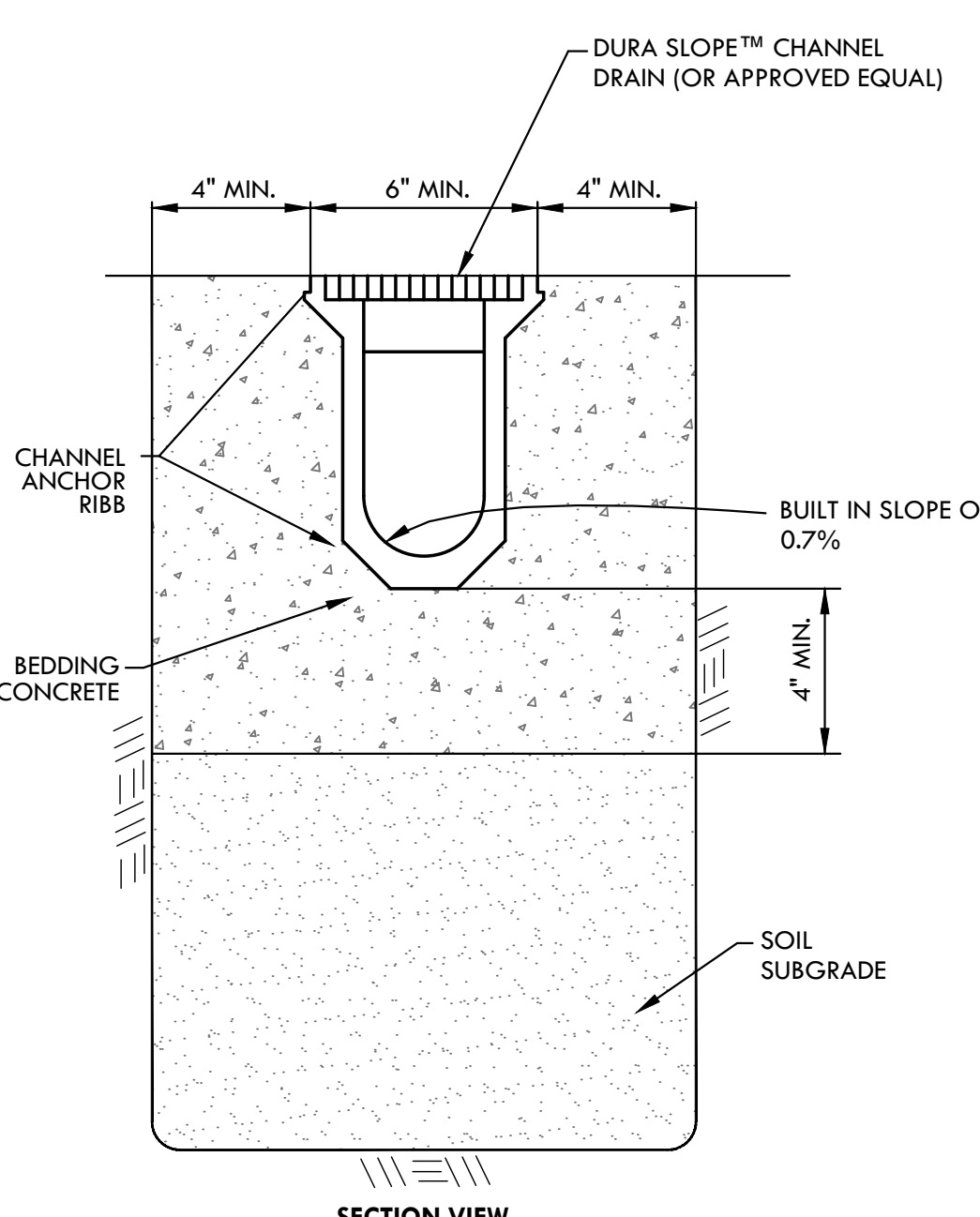
Bottom outlet on each channel section.
System versatility.
Prevents back-siphonage.

0.7% built-in slope.
Maintains system flow rate throughout system.

COMMON DIMENSION FOR ALL CHANNEL SECTIONS:
F. Bottom Outlet Depth: 0.65"
G. Width: 6.25"
H. Re-bar Lock Width: 10.185"

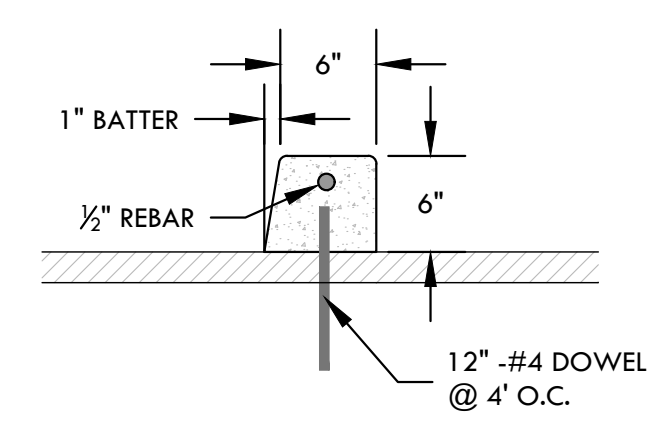
PART NUMBERS	WEIGHT (LBS)	FLOW RATE (GPM)	UPM	A	B	C	D	E	PRODUCT CLASS
DS-009A	7.622	75	264	48"	3.986	3.986	3.564	5.790	2505
DS-009B	7.244	75	264	48"	3.986	3.986	4.324	6.792	2505
DS-009C	7.812	80	287	48"	4.324	4.324	3.662	6.153	2505
DS-009D	7.259	80	287	48"	4.324	4.070	4.020	6.156	2505
DS-009E	8.209	103	390	48"	4.070	5.006	3.822	6.442	2505
DS-009F	8.628	117	443	48"	5.006	5.562	4.086	6.778	2505
DS-009G	8.926	131	496	48"	5.542	6.342	4.750	7.111	2505
DS-009H	9.266	145	549	48"	6.342	6.674	5.292	7.444	2505
DS-009I	9.569	145	549	48"	6.674	6.914	5.735	7.450	2505
DS-009J	9.741	159	602	48"	6.914	7.054	6.178	7.786	2505
DS-009K	10.040	173	655	48"	7.054	7.300	6.739	8.119	2505
DS-009L	10.340	187	708	48"	7.300	7.546	7.300	8.451	2505
DS-009M	10.644	197	758	48"	7.546	7.792	7.859	8.458	2505
DS-009N	10.956	207	808	48"	7.792	8.038	8.414	8.794	2505
DS-009O	11.268	215	854	48"	7.938	8.184	8.716	9.127	2505
DS-009P	11.586	224	904	48"	8.184	8.330	8.964	9.460	2505
DS-009Q	11.899	229	907	48"	8.330	8.576	9.309	9.466	2505
DS-009R	12.211	237	973	48"	8.576	8.822	9.654	9.798	2505
DS-009S	12.524	251	1073	48"	8.822	9.068	10.000	10.133	2505
DS-009T	12.714	271	1204	48"	9.068	9.314	10.344	10.474	2505
DS-009U	13.086	287	1304	48"	9.314	9.560	10.688	10.815	2505
DS-009V	13.386	299	1432	48"	9.560	9.806	11.032	11.143	2505
DS-009W	13.629	313	1565	48"	9.806	10.052	11.376	11.482	2505
DS-009X	14.001	341	1791	48"	10.392	10.638	11.720	12.151	2505
DS-009Y	14.251	367	1981	48"	10.638	10.884	12.064	12.500	2505
DS-009Z	14.501	381	2091	48"	10.884	11.130	12.408	12.849	2505
DS-010	14.751	395	2201	48"	11.130	11.376	12.752	13.198	2505
DS-011	14.945	395	2241	48"	11.376	11.622	13.096	13.547	2505
DS-012	15.296	398	2301	48"	11.622	11.868	13.440	13.896	2505
DS-013	15.646	392	2446	48"	11.868	12.114	13.784	14.245	2505
DS-014	15.996	396	2486	48"	12.114	12.360	14.128	14.594	2505
DS-015	16.346	396	2486	48"	12.360	12.606	14.472	14.943	2505

2 TRENCH DRAIN DETAIL
NDS DURA SLOPE™ CHANNEL DRAIN SECTIONS



NOTES:
1. A COMBINATION OF PART NUMBERS WILL BE REQUIRED TO CONFORM TO ELEVATION DESIGN ON SHEET C2.1.
2. ADDITIONAL CRITERIA IS OUTLINED IN THE MATERIALS AND CONSTRUCTION SPECIFICATIONS SHEETS C8.0-C8.1.

4 VERTICAL CURB
SCALE: NTS



NOTE:
1. ALL CRITERIA FOR MATERIALS AND CONSTRUCTION OF VERTICAL CURB SHOULD ADHERE TO THE RELEVANT CRITERIA OUTLINED IN MATERIALS AND CONSTRUCTION SPECIFICATIONS SHEETS C8.0-C8.1.

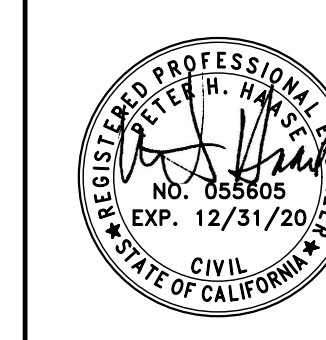
SHEET TITLE:
CIVIL DETAILS

CLIENT:
SAN MATEO COUNTY PARKS
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

PROJECT TITLE:
SANCHEZ ADOBE PARK
UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
1000 LINDA MARK BLVD.
PACIFICA, CA 94044
APN: 023-240-250

FALL CREEK ENGINEERING, INC.
Consulting Engineers
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1525 SEABRIGHT AVE.
SANTA CRUZ, CA 95062
TEL (831) 426-9054



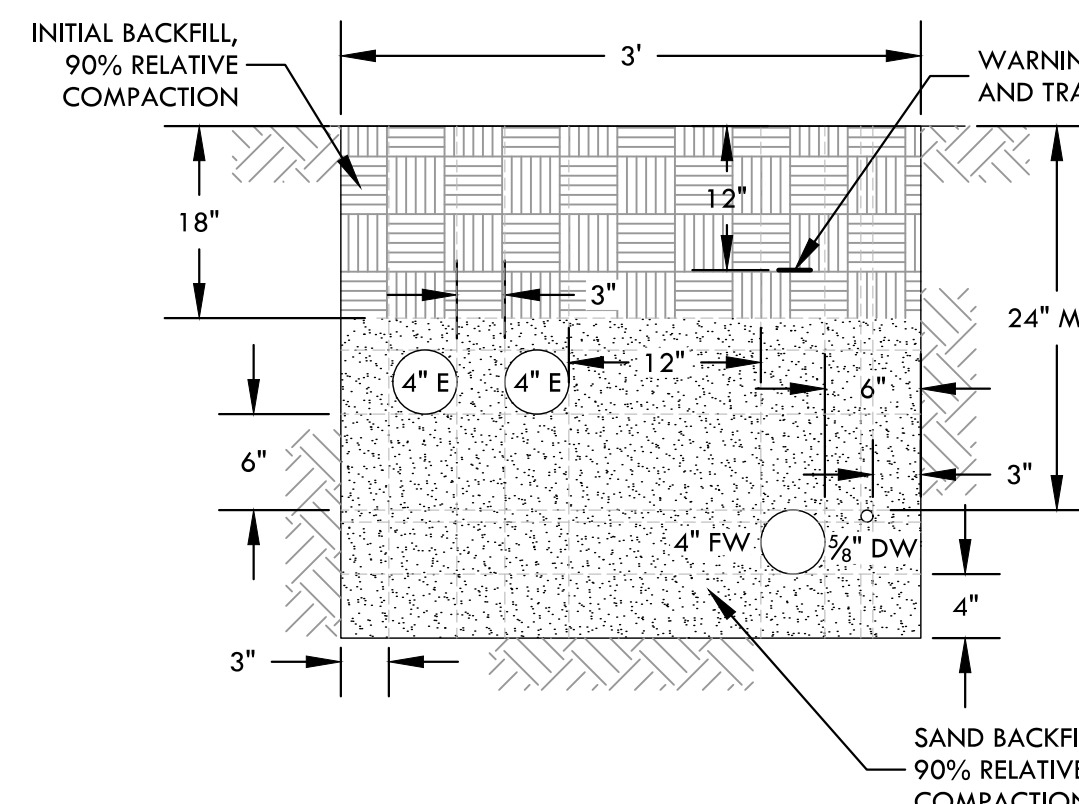
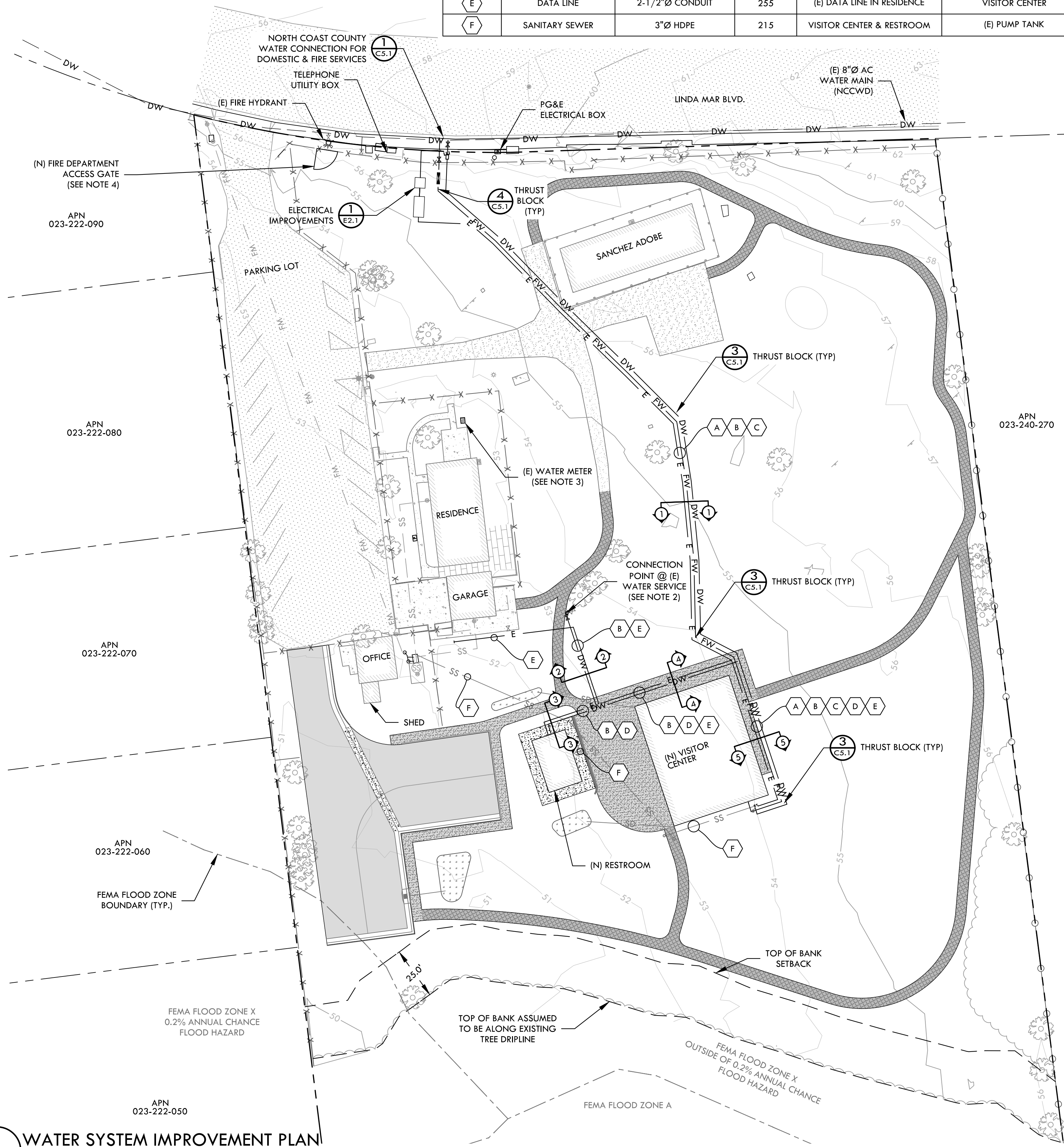
DRAWN BY: CJC/BJS
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DATE: JANUARY 2019
JOB NO: 21824
SCALE: AS SHOWN
SHEET:

C4.0
7 OF 21

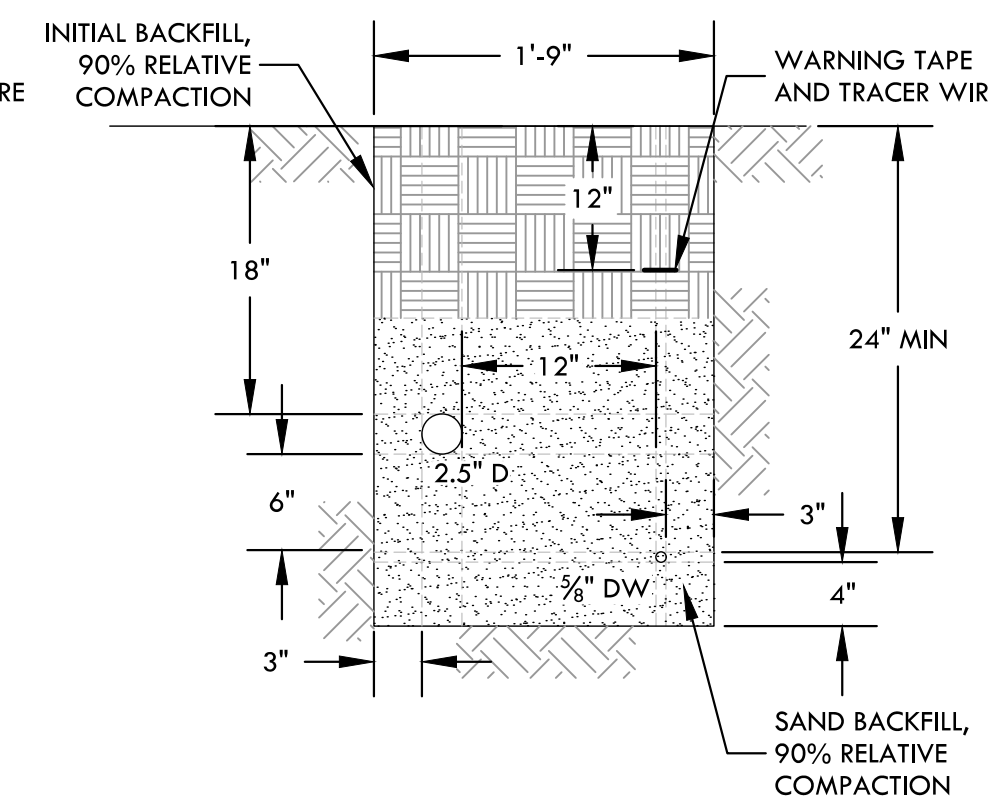
NOTES:

- THE LENGTHS IN THE PIPE SCHEDULE ARE APPROXIMATE AND THE CONTRACTOR SHALL FIELD VERIFY.
- THE CONTRACTOR SHALL CONNECT THE PROPOSED WATER SERVICE TO THE (E) WATER SERVICE WITH A NEW VALVE TO BACKFEED THE (E) WATER SERVICE. THIS WILL BE THE SOURCE OF WATER FOR THE (E) SERVICE UPON TERMINATION OF THE SERVICE (E) WATER METER (SEE NOTE 3).
- THE (E) WATER SERVICE TO THE (E) METER SHALL BE TERMINATED AND SHALL BE REPLACED BY THE CONNECTION TO THE PROPOSED SERVICE (SEE NOTE 2).
- FOR FIRE DEPARTMENT ACCESS GATE, THE CONTRACTOR SHALL REMOVE FENCE PANEL DIRECTLY BEHIND (E) FIRE HYDRANT AND REPLACE WITH A SWING GATE. GATE SHALL BE HINGED TO FENCE POSTS AND HAVE A SECURE PADLOCK THAT CAN PROVIDE KEYS TO THE NORTH COUNTY FIRE AUTHORITY. GATE WILL ALLOW PERSONNEL AND A 400' FIRE HOSE TO REACH THE SOUTHERNMOST CORNER OF VISITOR CENTER IN CASE OF FIRE EMERGENCY.

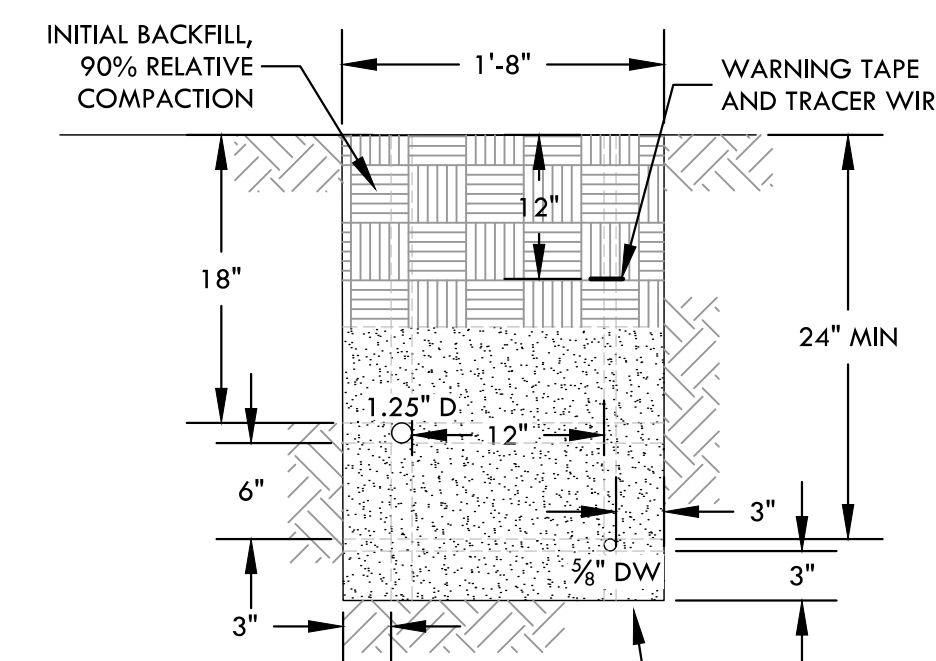
PIPE SCHEDULE					
#	DESCRIPTION	PIPE SIZE AND MATERIAL	APPROX. LENGTH	FROM	TO
A	FIRE SERVICE	4"Ø HDPE	405	8"Ø AC WATER MAIN	VISITOR CENTER
B	DOMESTIC WATER LINE	5/8"Ø HDPE	555	(E) WATER SERVICE VALVE	VISITOR CENTER & RESTROOM
C	ELECTRICAL LINES	TWO (2) 4"Ø CONDUITS	445	(E) PG&E ELECTRICAL BOX	VISITOR CENTER
D	ELECTRICAL LINE	1-1/4"Ø CONDUIT	195	VISITOR CENTER	RESTROOM
E	DATA LINE	2-1/2"Ø CONDUIT	255	(E) DATA LINE IN RESIDENCE	VISITOR CENTER
F	SANITARY SEWER	3"Ø HDPE	215	VISITOR CENTER & RESTROOM	(E) PUMP TANK



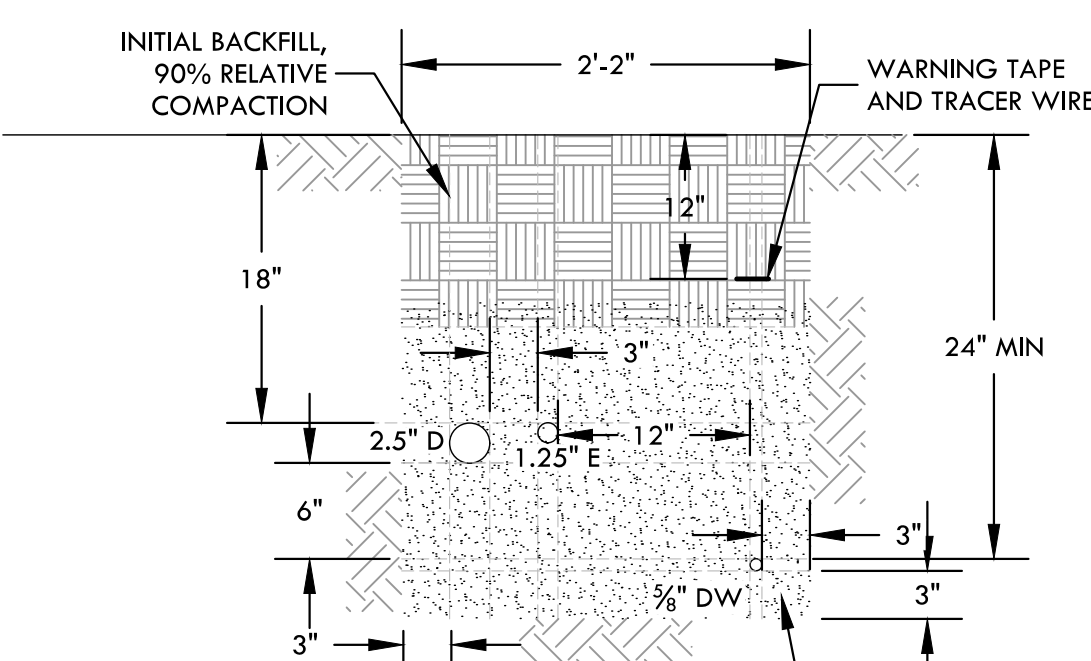
JOINT UTILITY TRENCH SECTION 1



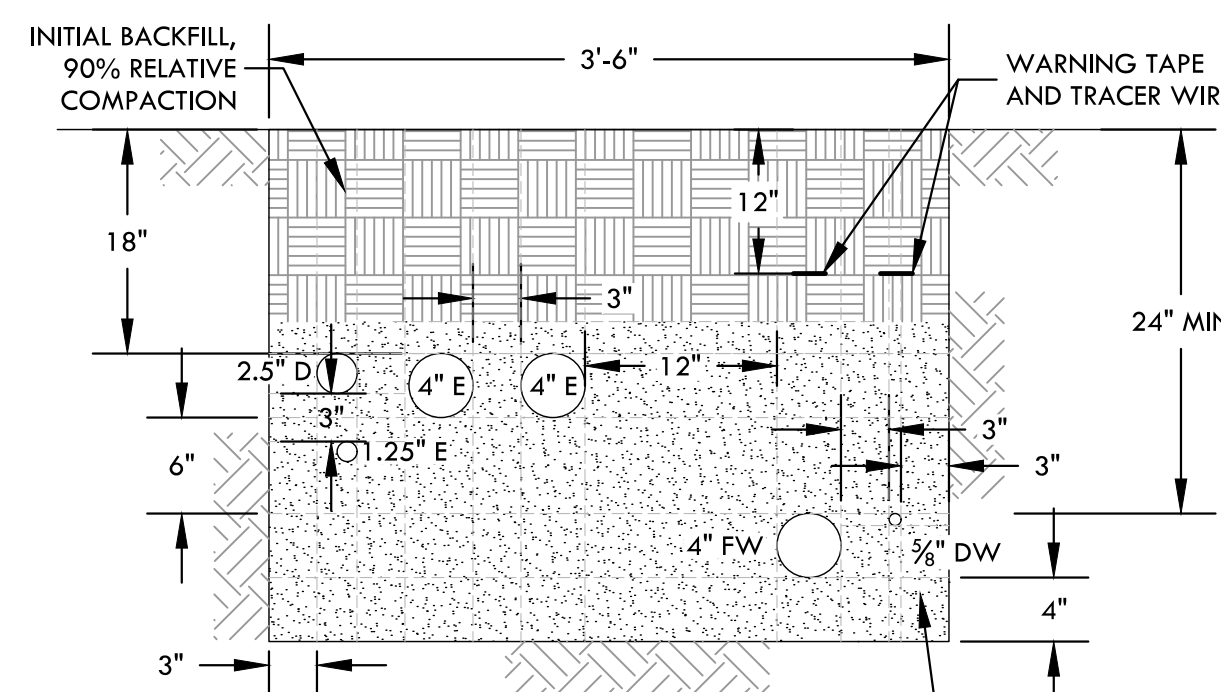
JOINT UTILITY TRENCH SECTION 2



JOINT UTILITY TRENCH SECTION 3



JOINT UTILITY TRENCH SECTION 4



JOINT UTILITY TRENCH SECTION 5

UTILITY TRENCH NOTES:

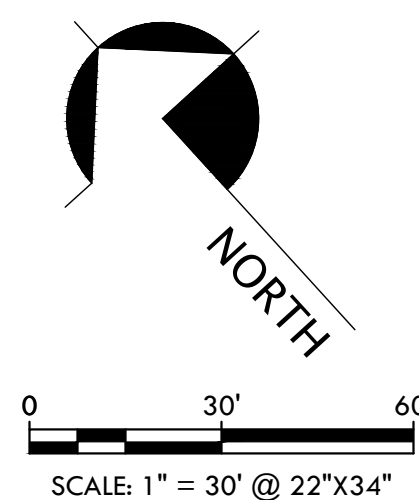
- INITIAL BACKFILL SHALL BE IMPORTED GRANULAR-TYPE MATERIAL OR ON-SITE MATERIAL APPROVED FOR USE AS ENGINEERED FILL.
- UTILITY TRENCH STRUCTURAL BACKFILL UNDER NON-TRAFFIC AREAS SHALL BE COMPACTED TO 90% RELATIVE COMPACTION.
- ALL SAND BACKFILL SHALL BE COMPACTED TO 90% RELATIVE COMPACTION.
- E=PRIMARY AND SECONDARY ELECTRICAL / DW=DOMESTIC WATER / FW = FIRE WATER / D = DATA LINE
- SANITARY SEWER LINES SHALL BE INSTALLED WITH A 10' MINIMUM SEPARATION FROM ALL POTABLE WATER LINES.
- WHERE SANITARY SEWER AND WATER LINES MUST CROSS, THE SANITARY SEWER SHALL BE LOCATED AT LEAST 1' BELOW THE WATER LINE.
- WATER LINES SHALL HAVE A MINIMUM OF 24" OF COVER, WHILE ALL OTHER UTILITY LINES SHALL HAVE A MINIMUM OF 18" OF COVER.
- ALL UTILITY LINES SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 6" FROM OTHER UTILITY LINES.

2 JOINT UTILITY TRENCH SECTIONS

SCALE: 1" = 1' @ 22"X34"

LEGEND

	MONUMENT		EXISTING CONCRETE
	SET 60D NAIL, CONTROL POINT		EXISTING PAVEMENT
	ELECTRIC BOX		EXISTING DECK
	GAS METER		EXISTING DIRT PATH
	LIGHT POLE		PROPOSED STABILIZED COMPACTED BASE ROCK SURFACING (90% & 95% RELATIVE COMPACTION, RESPECTIVELY)
	SANITARY SEWER CLEAN OUT		PROPOSED CONCRETE SURFACING
	SANITARY SEWER MANHOLE		PROPOSED AGGREGATE BASE ROCK PATHWAY
	SIGN		
	STREET LIGHT		
	WATER HYDRANT		
	WATER METER		
	WATER VALVE		
	FENCE LINE CHAIN		
	FENCE LINE WOOD		
	PROPERTY BOUNDARY (APPROX. LOCATION)		
	PIPE SCHEDULE NUMBER		
	JOINT UTILITY TRENCH SECTION NUMBER		
	EXISTING SANITARY SEWER SERVICE		
	EXISTING SANITARY FORCE MAIN		
	EXISTING DOMESTIC WATER MAIN		
	PROPOSED DOMESTIC WATER SERVICE		
	PROPOSED FIRE WATER SERVICE		
	PROPOSED SANITARY SEWER SERVICE		
	PROPOSED ELECTRICAL CONDUIT (SEE TRENCH SECTIONS FOR SERVICE TYPE)		



1 WATER SYSTEM IMPROVEMENT PLAN

SCALE: 1" = 30' @ 22"X34"

SHEET TITLE: WATER SYSTEM IMPROVEMENT PLAN

CLIENT: SAN MATEO COUNTY PARKS
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

PROJECT TITLE: SANCHEZ ADOBE PARK
UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
1000 LINDA MAR BLVD.
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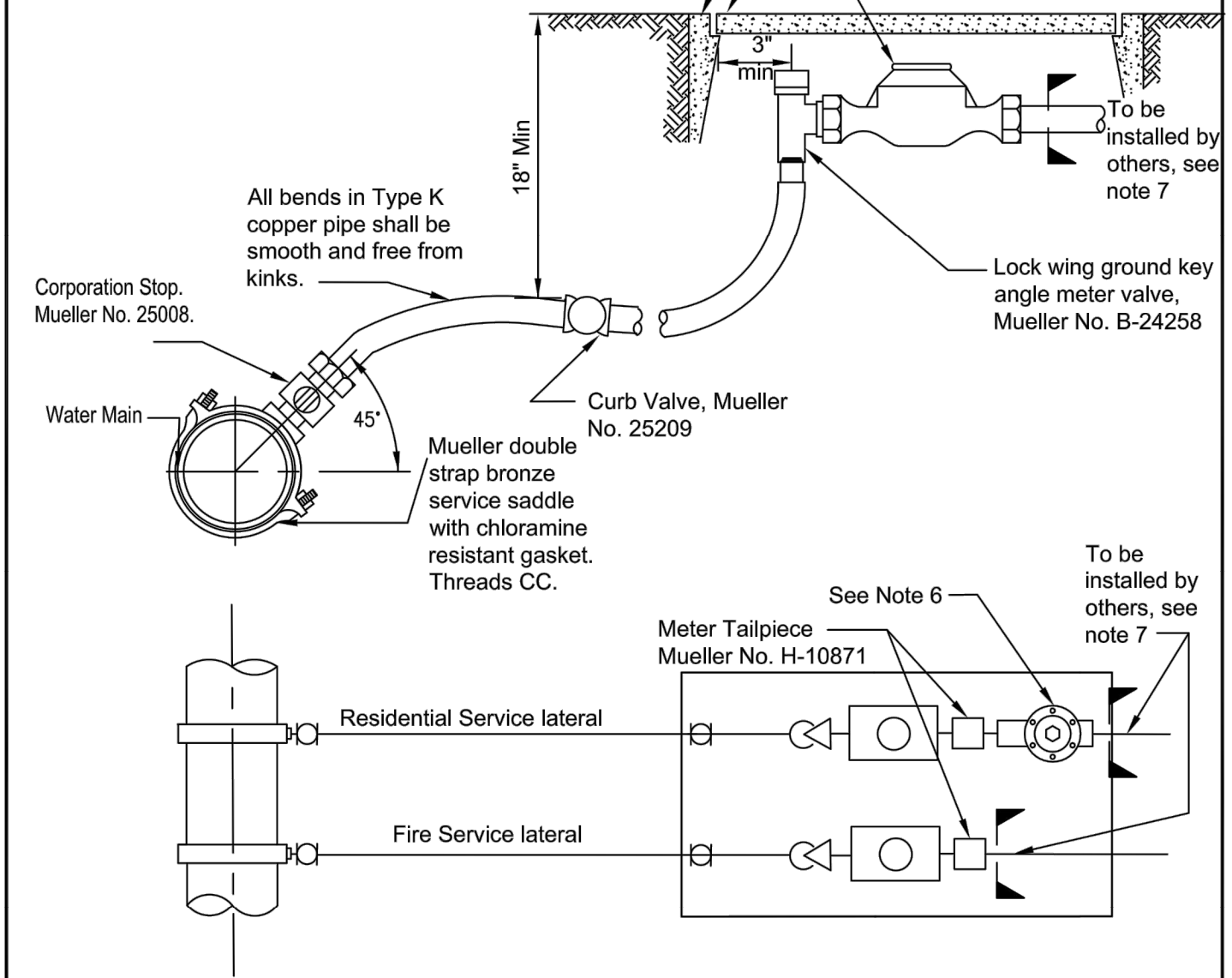
FALL CREEK ENGINEERING, INC.
Consulting Engineers
Civil • Environmental • Water Resources
1525 SEABRIGHT AVE.
SANTA CRUZ, CA 95062
TEL (831) 426-9054

REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA
NO. 055805
EXP. 12/31/2020

DRAWN BY: CJC/BJS
CHECKED BY: PHH
DATE: JANUARY 2019
JOB NO: 21824
SCALE: AS SHOWN
SHEET: C5.0
8 OF 21

NOTES:

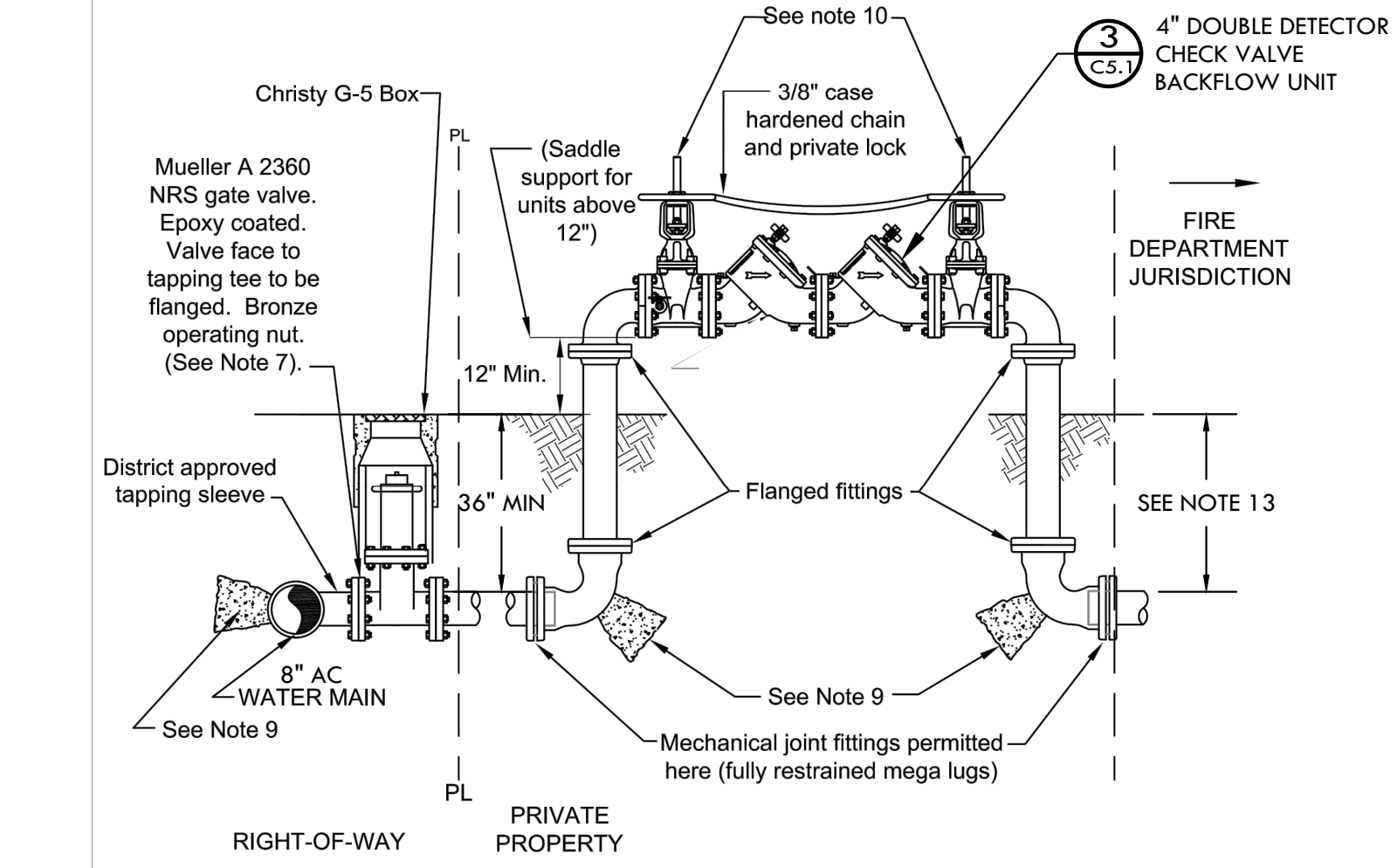
1. STAGGER ANGLES OF TAPS PER DISTRICT APPROVAL. 18" MINIMUM BETWEEN TAPS & 24" MINIMUM DISTANCE AWAY FROM BELL PIPE OR COLLAR. TORQUE REQUIREMENTS PER MANUFACTURER'S SPECIFICATIONS.
2. SADDLES SHALL BE PROPERLY SIZED FOR KIND AND SIZE OF PIPE ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.
3. TAP SIZES OVER 2" REQUIRES A HOT TAP WITH A TAPPING SLEEVE. TAP TO BE PERFORMED NY A DISTRICT APPROVED COMPANY.
4. CENTER METER BOX OVER METER(S) TO GRADE.
5. ON HIGH PRESSURE WATER MAINS, A REGULATOR MAY BE REQUIRED ON THE DOMESTIC SERVICE LATERAL. TO BE INSTALLED AFTER THE METER. (WATTS 1: U5B-Z3)(WATTS 2: U5B-Z3)
6. TYPE K COPPER REQUIRED FOR A MIN. 10' BEYOND METER.
7. SEE 4" FIRE SERVICE DETAIL FOR INSTALLATION DETAILS.



STANDARD DETAIL	NORTH COAST COUNTY WATER DISTRICT	
DATE: 1/18/2012	RESIDENTIAL SERVICE WITH FIRE SERVICE UPGRADE (NO TEE)	NC-02 SHT 1 OF 1

1 TYPICAL CONNECTION FOR DOMESTIC & FIRE SERVICES

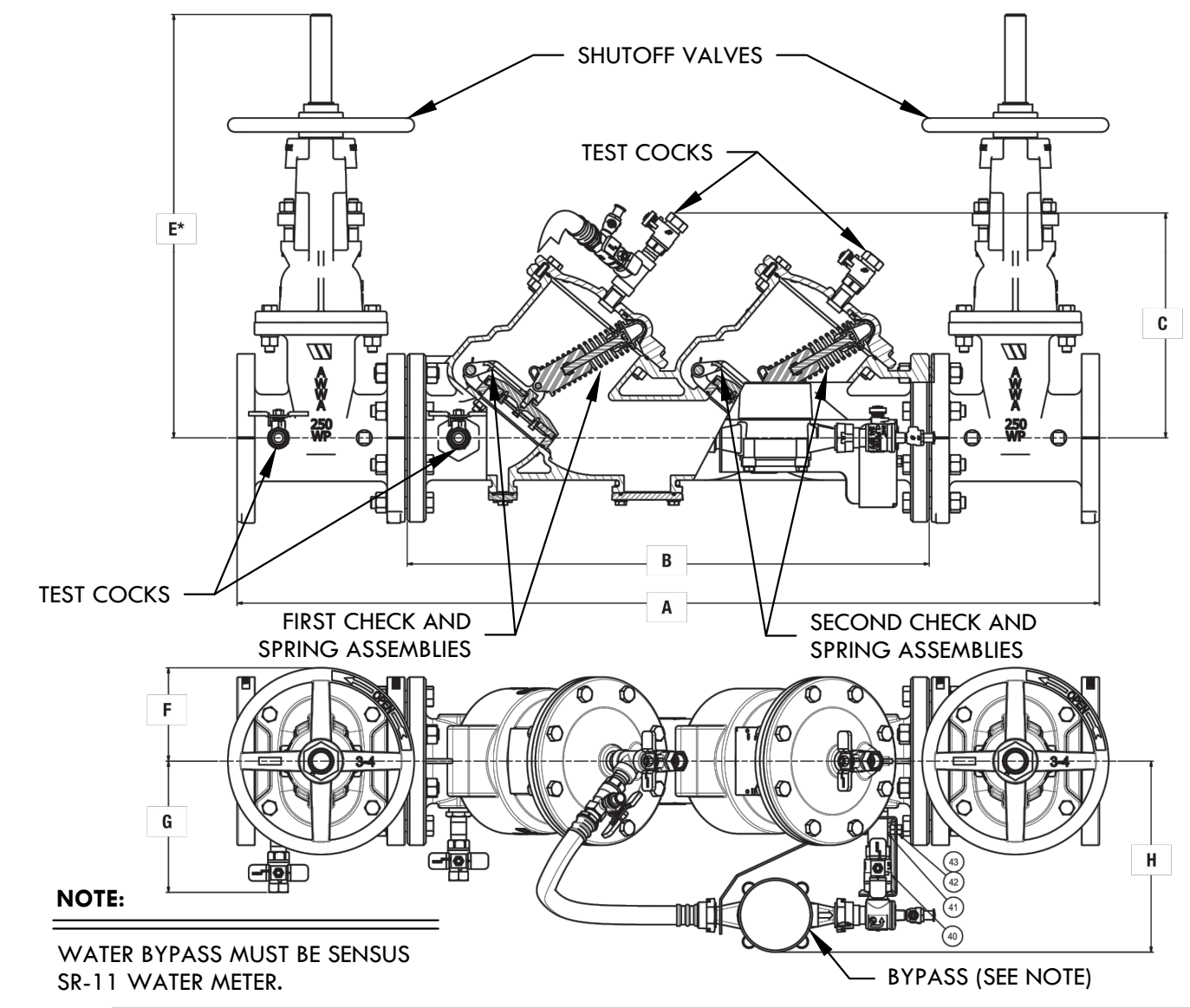
SCALE: AS DIMENSIONED



- NOTES:**
1. BACKFLOW POST INDICATOR AND CHECK VALVE ASSEMBLY TO BE SET PLUMB.
 2. DOUBLE DETECTOR CHECK UNIT SHALL BE AS SPECIFIED ON THE PLANS (SEE DETAIL 2/C5.1)
 3. DETECTION METER SHALL BE PURCHASED THROUGH THE DISTRICT.
 4. CHLORINATION AND SUBSEQUENT BACTERIOLOGICAL ANALYSIS REQUIRED. SAMPLES TO BE TAKEN BY THE DISTRICT WITH PAYMENT BY OWNER OR INSTALLING CONTRACTOR.
 5. ALL PIPING MATERIAL SHALL BE DUCTILE IRON CLASS 52 OR AS APPROVED BY THE DISTRICT.
 6. ALL ABOVE GROUND PIPE TO BE PRIMED WITH A NON-BLEEDING PRIMER WITH CORROSION RESISTANT PAINT. FINISH COAT AND COLOR TO BE DETERMINED BY THE DISTRICT.
 7. ALL BOLTS, NUTS, WASHERS SHALL BE TYPE 316 STAINLESS STEEL. THREADS COATED WITH ANTI-SEIZE. ALL BOLTS SHALL BE TIGHTENED TO MANUFACTURER'S SPECIFICATIONS.
 8. UNDERGROUND PIPE TO BE BAGGED AND TAPED WITH ONE LAYER OF 8 MIL POLYETHYLENE AS PER AWWA C-105.
 9. CONCRETE THRUST BLOCKS REQUIRED AS PER DETAIL 3/C5.1.
 10. ABOVE GROUND VALVES TO BE MUELLER OS&Y GATE VALVES OR AS APPROVED BY THE DISTRICT.
 11. CHAIN AND LOCK VALVES WITH A CASE HARDENED CHAIN AND PRIVATE LOCK.
 12. DEVICE TO BE TESTED BY AN APPROVED TESTER AND TAGGED BY THE SAN MATEO COUNTY HEALTH, SYSTEM ENVIRONMENTAL HEALTH SERVICES DIVISION PRIOR TO APPROVAL FOR USE.
 13. DEPTH REQUIRED PER DETAIL 2/C5.0.

2 TYPICAL CONNECTION FOR 4\"/>

SCALE: AS DIMENSIONED



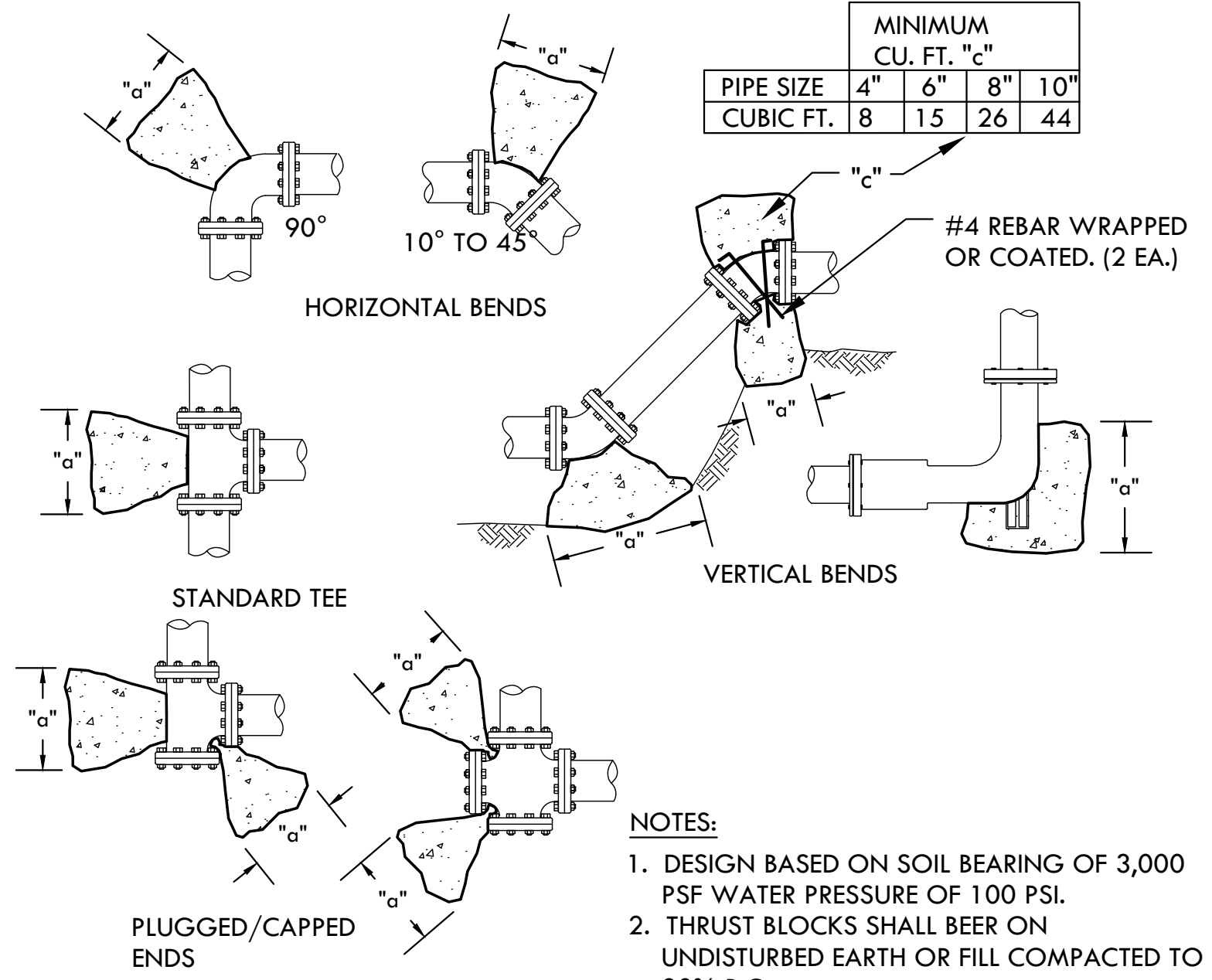
NOTE:
WATER BYPASS MUST BE SENSUS SR-11 WATER METER.

SIZE	DIMENSIONS								WEIGHT**							
	A	B	C	E**	F	G	H	OSY	OSY							
4	46 1/4	1175	28	711	10 1/4	257	22 1/2	591	5 1/2	140	8 1/4	206	14	356	338	153

** Indicates nominal dimensions with OSY Gate Valves (Full Open Position)
*** Indicates weight of complete Backflow Assemblies with specified Gate Valves

3 4\"/>

SCALE: AS DIMENSIONED (F&BC LF856, LEAD FREE WITH SENSUS METER CONNECTION; OR APPROVED EQUIVALENT)



- NOTES:**
1. DESIGN BASED ON SOIL BEARING OF 3,000 PSF WATER PRESSURE OF 100 PSI.
 2. THRUST BLOCKS SHALL BEER ON UNDISTURBED EARTH OR FILL COMPACTED TO 90% R.C.
 3. MINIMUM "a" = 1.5 SQ. FT.

4 CONCRETE THRUST BLOCK

SCALE: AS DIMENSIONED

SHEET TITLE:
WATER SYSTEM DETAILS

PROJECT TITLE:
SAN MATEO COUNTY PARKS
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

PROJECT TITLE:
SANCHEZ ADOBE PARK
UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
1000 LINDA MARK BLVD.
PACIFICA, CA 94044
APN: 023-240-250

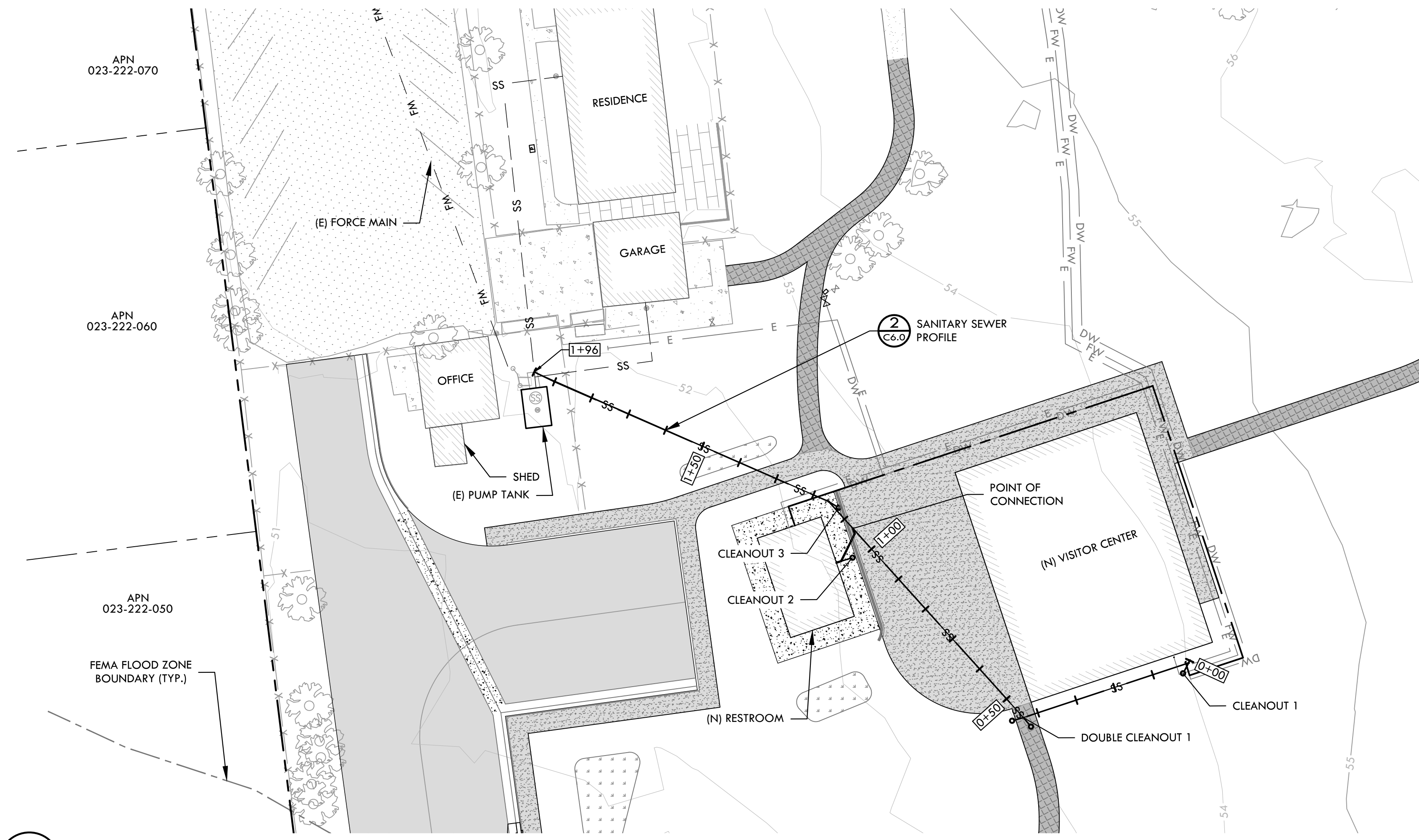
FALL CREEK ENGINEERING, INC.
Consulting Engineers
Civil • Environmental • Water Resources

1525 SEABRIGHT AVE.
SANTA CRUZ, CA 95062
TEL (831) 426-9054



DRAWN BY: CJC/BJS
CHECKED BY: PHH
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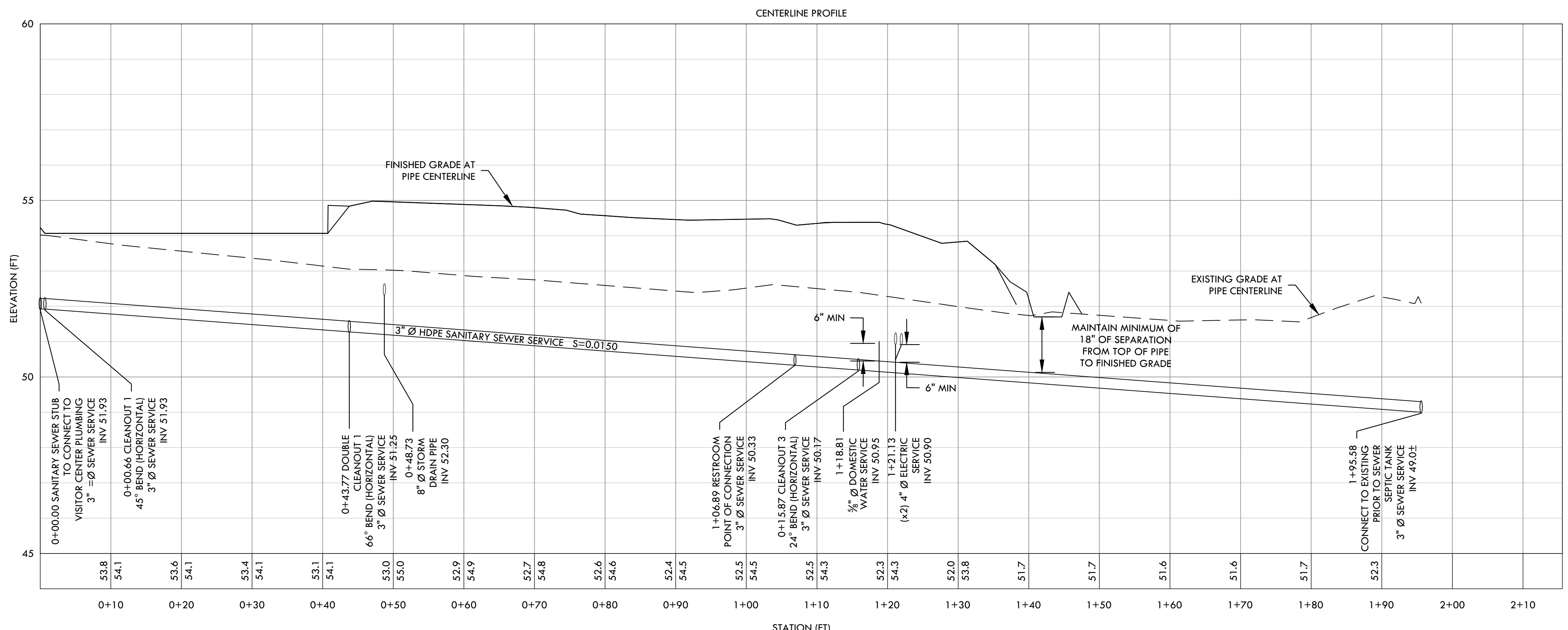
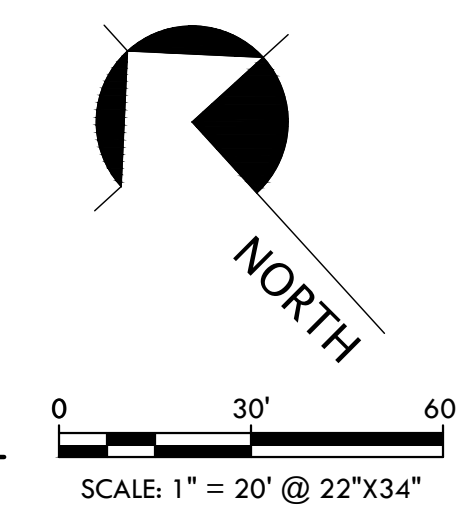
1 SANITARY SEWER SYSTEM IMPROVEMENTS
SCALE: 1" = 20' @ 22"X34"

LEGEND

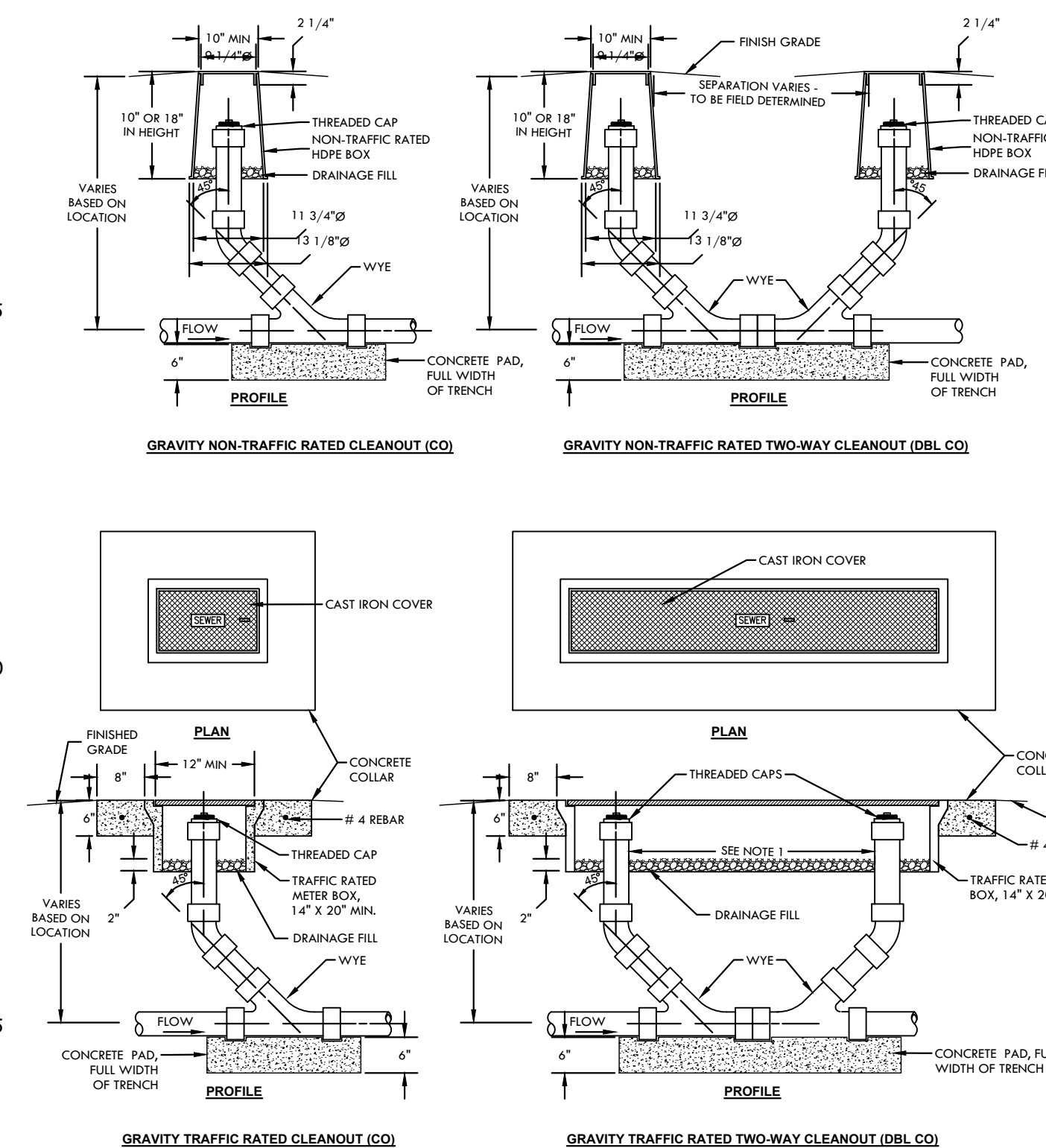
	MONUMENT		EXISTING CONCRETE
	SET 60D NAIL, CONTROL POINT		EXISTING PAVEMENT
	ELECTRIC BOX		EXISTING DECK
	GAS METER		EXISTING DIRT PATH
	LIGHT POLE		PROPOSED STABILIZED COMPACTED BASE ROCK SURFACING (90% & 95% RELATIVE COMPACTION, RESPECTIVELY)
	SANITARY SEWER CLEAN OUT		PROPOSED CONCRETE SURFACING
	SANITARY SEWER MANHOLE		PROPOSED AGGREGATE BASE ROCK PATHWAY
	SIGN		
	STREET LIGHT		
	WATER HYDRANT		
	WATER METER		
	WATER VALVE		
	FENCE LINE CHAIN		
	FENCE LINE WOOD		
	PROPERTY BOUNDARY (APPROX. LOCATION)		
	EXISTING SANITARY SEWER SERVICE		
	EXISTING SANITARY FORCE MAIN		
	EXISTING DOMESTIC WATER MAIN		
	PROPOSED DOMESTIC WATER SERVICE		
	PROPOSED FIRE WATER SERVICE		
	PROPOSED SANITARY SEWER SERVICE		
	PROPOSED ELECTRICAL CONDUIT (SEE TRENCH SECTIONS FOR SERVICE TYPE)		
	PROPOSED SANITARY SEWER CLEANOUT		

NOTES:

- CONTRACTOR TO VERIFY DEPTH OF POINT OF CONNECTION TO SEWER PRIOR TO CONSTRUCTION.
- SEWER PIPE MUST MAINTAIN A MINIMUM OF 1.5% SLOPE AND 18" OF COVER.



2 SANITARY SEWER PROFILE
SCALE: H:1" = 10', V: 1" = 2'



3 TYPICAL CLEANOUTS
SCALE: AS DIMENSIONED

**SANITARY SEWER SYSTEM
IMPROVEMENTS**

SAN MATEO COUNTY PARKS
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

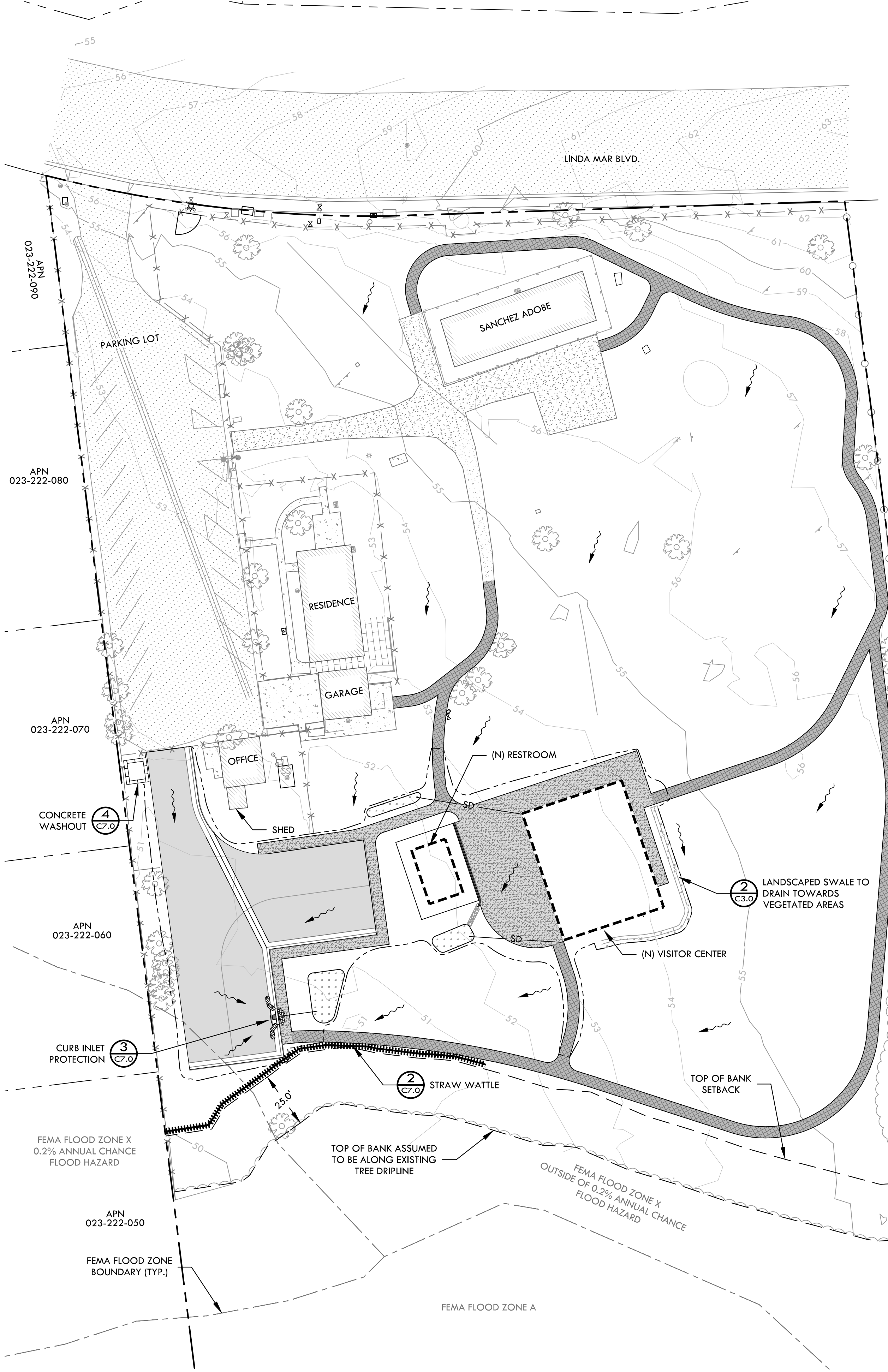
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GENERAL EROSION CONTROL MEASURES

THE CONTRACTOR SHALL INSTALL, MAINTAIN AND INSPECT EROSION CONTROL AND TEMPORARY STORMWATER CONTROL MEASURES TO CONTROL SEDIMENT AND RUNOFF IN ACCORDANCE WITH THESE PLANS.

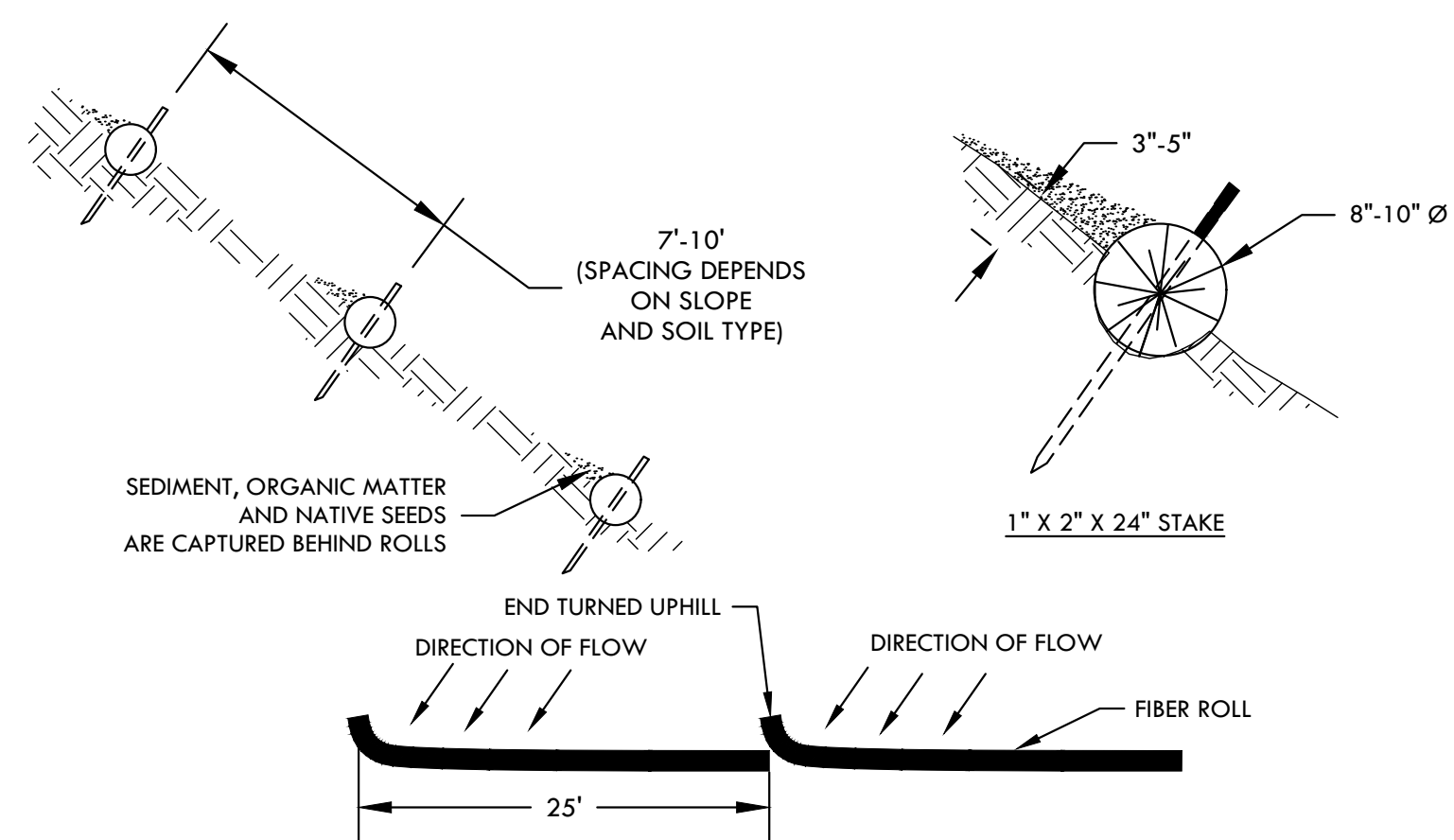
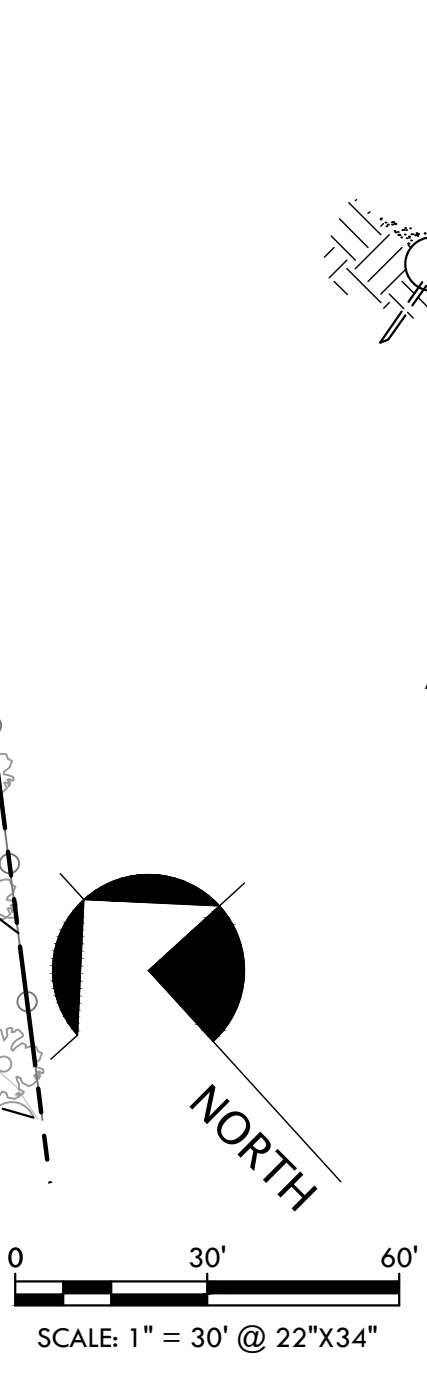
- 1.0 GENERAL REQUIREMENTS
- 1.1 ALL EROSION CONTROL AND SOIL CONSERVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THESE SPECIFICATIONS AND EROSION CONTROL REQUIREMENTS ESTABLISHED BY THE COUNTY OF SAN MATEO.
- 1.2 ALL GRADING ACTIVITIES ARE TO COMPLY WITH THE SAN MATEO COUNTY CODE AS IT PERTAINS TO EROSION CONTROL ON THE SITE
- 1.3 EROSION IS TO BE CONTROLLED AT ALL TIMES ALTHOUGH SPECIFIC MEASURES SHOWN ARE TO BE IMPLEMENTED AT A MINIMUM BETWEEN OCTOBER 15TH AND APRIL 15TH.
- 1.4 ACTUAL GRADING SHALL BEGIN WITHIN 30 DAYS OF VEGETATION REMOVAL OR THAT AREA SHALL BE PLANTED UNDER THE PROVISIONS OF SECTION
- 1.5 UNLESS SPECIFIC MEASURES ARE SHOWN OR NOTED ON THIS PLAN, ALL COLLECTED RUNOFF SHALL BE PERCOLATED INTO THE GROUND AND/OR CARRIED TO DRAINAGE COURSES IN A MANNER IN WHICH WILL NOT CAUSE EROSION.
- 1.6 THE DESIRED END RESULT OF THESE MEASURES IS TO CONTROL SITE EROSION AND PREVENT SEDIMENT TRANSPORT OFF THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SEE THAT ANY ADDITIONAL MEASURES NECESSARY TO MEET THIS GOAL ARE IMPLEMENTED. IF FAILED INSPECTIONS BY PROJECT ENGINEER OR COUNTY STAFF SHOW THIS GOAL IS NOT BEING MET, ADDITIONAL MEASURES WILL BE REQUIRED.
- 1.7 RUNOFF FROM THE CONSTRUCTION SITE MUST NOT BE ALLOWED TO FLOW OVER ANY FILL SLOPES.
- 1.8 DURING CONSTRUCTION, NEVER STORE CUT AND FILL MATERIAL WHERE IT MAY WASH INTO DRAINAGE WAYS. KEEP ALL CULVERTS AND DRAINAGE FACILITIES FREE OF SILT AND DEBRIS. KEEP EMERGENCY EROSION CONTROL MATERIALS SUCH AS STRAW MULCH, EROSION CONTROL BLANKETS, AND SANDBAGS ON-SITE AND INSTALL THESE AT THE END OF EACH DAY DURING THE WINTER RAINY SEASON AS NECESSARY.
- 1.9 EROSION CONTROL MEASURES SHALL BE IN PLACE AT THE END OF EACH DAY'S WORK WHENEVER RAINFALL IS ANTICIPATED.
- 1.10 ANY DISTURBED AREA NOT COVERED BY THE ABOVE AND NOT PAVED, SODDED, OR BUILT UPON BY OCTOBER 15, OR DISTURBED AFTER THAT DATE, IS TO BE SEEDED AND MULCHED WITH WEED-FREE BARLEY STRAW MULCH. ALL SLOPES OVER 20% WILL BE HYDROSEEDED WITH CEREAL BARLEY AND COVERED BY AN EROSION CONTROL BLANKET.
- 1.11 AT THE COMPLETION OF THE CONSTRUCTION PROJECT, AND AUTHORIZATION BY THE PROJECT MANAGER, ALL TEMPORARY EROSION CONTROLS SHALL BE REMOVED AND ALL DISTURBED AREAS SHALL BE STABILIZED WITH PERMANENT LANDSCAPING EROSION CONTROL MEASURES AS SPECIFIED BELOW.

- 1.12 BOTH LONG-TERM AND INTERIM MATERIAL STORAGE AND STAGING AREAS SHALL BE ESTABLISHED TO STORE CONSTRUCTION AND HAZARDOUS MATERIALS. THE STORAGE AREAS SHALL BE PLACED IN LOCATIONS REMOTE FROM DRAINAGE COURSES. THE STORAGE AREAS SHALL BE SETUP TO PROVIDE SECONDARY CONTAINMENT OF HAZARDOUS MATERIALS STORED ON THE PROPERTY AND CONTROL RUNOFF FROM THESE AREAS UTILIZING TEMPORARY BERMS AND/OR SILT CURTAINS. THE AREA(S) SHALL ALSO BE FENCED.
 - 1.13 ALL ERODIBLE STOCKPILED MATERIALS SHALL BE COVERED WITH VISQUEEN SHEATHING DURING PERIODS OF RAIN.
 - 1.14 TOP SOIL WITHIN THE GRADING PLAN SHALL BE STOCKPOLED FOR RE-APPLICATION WHERE SUITABLE.
 - 1.15 MAINTAIN ADJACENT PUBLIC STREETS FREE AND CLEAR OF CONSTRUCTION DEBRIS, MATERIALS AND SOILS
 - 2.0 EROSION CONTROL MEASURES
 - 2.1 TEMPORARY SEEDING
 - 2.2 MULCHING
 - 2.3 OTHER PROVISIONS
- ALL EXCAVATED AREAS SHALL BE HYDROSEEDED AND/OR BROADCAST WITH CEREAL BARLEY SEED AT 200#/ACRE. REFER TO REVEGETATION PLAN (IF APPLICABLE) FOR PERMANENT SEEDING.
- A. ALL SLOPES LESS THAN 20% SHALL BE COVERED WITH 4 TO 6 INCHES OF STRAW MULCH AFTER TEMPORARY EROSION CONTROL SEEDING.
 - B. OBTAIN STERILE, WEED-FREE BARLEY STRAW IN ORDER TO PREVENT THE SPREAD OF NOXIOUS WEEDS. AVOID MOULDY, COMPACTED STRAW BECAUSE IT TENDS TO CLUMP AND IS NOT EVENLY DISTRIBUTED.
 - C. STRAW SHALL BE SPREAD AND INCORPORATED INTO THE SOIL AT A RATE OF APPROXIMATELY 2.5 TONS PER ACRE
 - D. THE STRAW SHALL BE EVENLY DISTRIBUTED BY HAND OR MACHINE TO THE DESIRED DEPTH AND SHOULD COVER THE EXPOSED AREA TO A UNIFORM DEPTH.
 - E. APPROXIMATELY ONE BALE (80 LB (35 KG)) OF STRAW COVERS 1000 SF ADEQUATELY
 - F. THERE SHOULD BE A MINIMUM OF 3.4" OF STRAW OVER THE SOIL AND NO BARE SOIL SHOULD BE VISIBLE ONCE STRAW IS PLACED.
 - G. ON STEEP OR HIGH WIND SITES, STRAW MUST BE ANCHORED TO KEEP IT FROM BLOWING AWAY.
 - H. "TRACKING" WITH MACHINERY ON SANDY SOIL PROVIDES ROUGHENING WITHOUT UNDUE COMPACTION.
- A. CONTRACTOR, EROSION CONTROL SPECIALIST, AND/OR ENGINEER SHALL MONITOR ALL DISTURBED AREAS PRIOR TO AND IMMEDIATELY FOLLOWING ANY RAINS, AND SHALL ADJUST BLANKETS, MULCH, STRAW ROLLS AND OTHER MEASURES TO INSURE NO SEDIMENT LEAVES SITE.

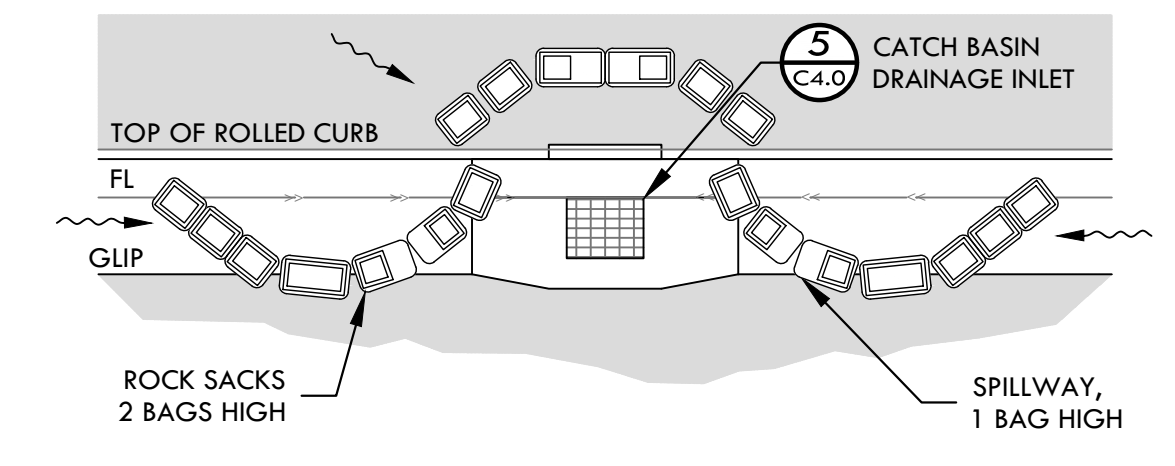
- B. IF CONSTRUCTION OCCURS BETWEEN OCTOBER 15TH AND APRIL 15TH, EXPOSED SOIL NOT INVOLVED IN IMMEDIATE CONSTRUCTION ACTIVITY SHALL BE PROTECTED FROM EROSION AT ALL TIMES. IN ADDITION, TEMPORARY BERMS WILL BE INSTALLED AT THE EDGE OF THE CONSTRUCTION ZONE TO PREVENT SEDIMENT FROM ENTERING ADJACENT SLOPES. STRAW BALES SHALL BE STOCKPILED ON SITE TO ALLOW CONTRACTOR TO APPLY STRAW MULCH TO ALL EXPOSED SLOPES IF RAINFALL IS PREDICTED WITHIN 24 HOURS.
 - C. AFTER APRIL 15TH, EROSION CONTROL MEASURES SHALL BE IN PLACE DURING INCLEMENT WEATHER.
 - D. EROSION CONTROL MEASURES SHALL BE KEPT IN PLACE AND FUNCTIONAL FOR AT LEAST 3 YEARS UNTIL PERMANENT NATIVE/NON-NATIVE VEGETATION HAS BEEN ESTABLISHED AND PROVIDES NECESSARY SLOPE COVER.
 - E. UPON COMPLETION OF CONSTRUCTION, ALL TEMPORARY SEEDED SLOPES AND REMAINING EXPOSED SURFACES SHALL BE PERMANENTLY REVEGETATED PER THE LANDSCAPING PLAN (IF APPLICABLE). THE CONTRACTOR OR CONTRACTOR'S REPRESENTATIVE SHALL MONITOR EROSION CONTROL ON DISTURBED AREAS FOR A PERIOD OF 3 YEARS TO INSURE MEASURES ARE SUCCESSFUL. MONITORING WILL TAKE PLACE DURING THE FALL DRY SEASON AND AFTER EACH SIGNIFICANT RAINFALL EVENT. CONTRACTOR WILL IMMEDIATELY NOTIFY EROSION CONTROL SPECIALIST OR PROJECT ENGINEER OF ANY PROBLEMS.
 - 2.4 CONCRETE WASHOUT
- TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE LOCATED A MINIMUM OF 50 FEET FROM STORM DRAIN INLETS, OPEN DRAINAGE FACILITIES, AND WATERCOURSES. THE CONCRETE WASHOUT FACILITY SHALL BE BELOW GRADE AND CONSTRUCTED WITH A MINIMUM LENGTH AND MINIMUM WIDTH OF 10 FEET. TEMPORARY CONCRETE FACILITIES SHALL BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS. THE WASHOUT SHALL HAVE A 10 MIL POLYETHYLENE PLASTIC LINER. WHEN CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, THE HARDENED CONCRETE AND MATERIALS FOR THE WASHOUT SHALL BE REMOVED AND DISPOSED OF. HOLES, DEPRESSIONS, OR OTHER GROUND DISTURBANCES CAUSED BY THE REMOVAL OF THE CONCRETE WASHOUT SHOULD BE BACKFILLED AND REPAIRED.
- 3.0 MATERIALS AND INSTALLATION
 - A. ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS
 - B. ALL MATERIAL SHOULD CONSIST OF NATURAL BIODEGRADABLE NETTING/WEBBING UNLESS OTHERWISE SPECIFIED.

LEGEND

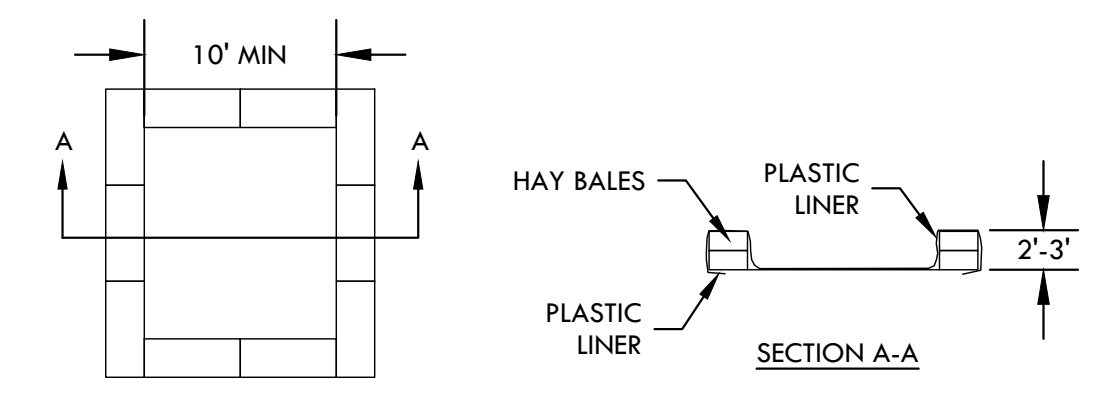
	PROPERTY BOUNDARY (APPROX. LOCATION)		EXISTING CONCRETE
	CONCRETE WASHOUT		EXISTING PAVEMENT
	STRAW WATTLE		EXISTING DECK
	CURB INLET PROTECTION		EXISTING DIRT PATH
	FLOW DIRECTION ARROW		PROPOSED STABILIZED COMPACTED BASE ROCK SURFACING (90% & 95% RELATIVE COMPACTION, RESPECTIVELY)
	FENCE LINE CHAIN		PROPOSED CONCRETE SURFACING
	FENCE LINE WOOD		PROPOSED AGGREGATE BASE ROCK PATHWAY
	BUILDING FOOTPRINT		
	FEMA FLOOD ZONE LIMIT OF DISTURBANCE		



2 TYPICAL STRAW WATTLE INSTALLATION
SCALE: NTS



3 CURB INLET PROTECTION
SCALE: 1" = 5'



4 CONCRETE WASHOUT INSTALLATION
SCALE: 1" = 10'

1 EROSION CONTROL PLAN & NOTES
SCALE: 1" = 30' @ 22"X34"

EROSION CONTROL PLAN & NOTES

SHEET TITLE

SAN MATEO COUNTY PARKS
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94003

CLIENT

SANCHEZ ADOBE PARK
UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
1000 LINDA MAR BLVD.
PACIFICA, CA 94044
APN: 023-240-250

PROJECT TITLE

FALL CREEK ENGINEERING, INC.
Consulting Engineers
Civil • Environmental • Water Resources

1525 SEABRIGHT AVE.
SANTA CRUZ, CA 95062
TEL (831) 426-9054

REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 055805
EXP. 12/31/2019
CIVIL

DRAWN BY: CJC/BJS
CHECKED BY: PHH
DATE: JANUARY 2019
JOB NO.: 21824
SCALE: AS SHOWN
SHEET:

C7.0
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CONSTRUCTION SPECIFICATIONS

THE CONSTRUCTION OF THE SYSTEM SHALL CONFORM TO THE PLANS AND FOLLOWING SPECIFICATIONS. ALL NECESSARY CONSTRUCTION PERMITS SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF ALL SITE WORK.

1. PRECONSTRUCTION CONFERENCE

THE CONTRACTOR SHALL HAVE A PRECONSTRUCTION MEETING WITH THE ENGINEER, SAN MATEO COUNTY OFFICIAL AND A SANCHEZ ADOBE PARK REPRESENTATIVE AT LEAST ONE WEEK PRIOR TO COMMENCEMENT OF SITE WORK.

2. STAKING

THE CONTRACTOR WILL PROVIDE SUFFICIENT HORIZONTAL AND VERTICAL CONTROL FOR INSTALLATION OF THE WORK AT DATUM POINTS NECESSARY TO ESTABLISH ALIGNMENT AND GRADE.

3. EXCAVATION

ALL EXCAVATION WORK TO INSTALL THE WASTEWATER TREATMENT SYSTEM TANKS SHALL BE MADE TO THE LINES, GRADES AND DIMENSIONS SHOWN IN THE ACCOMPANIED PLANS.

THE CONTRACTOR SHALL TAKE EXTRA PRECAUTION WHERE EXCAVATION EQUIPMENT MAY ENCOUNTER EXISTING UNDERGROUND UTILITIES AND OTHER FACILITIES OF ANY NATURE.

REGARDING THE PRESERVATION OF ARCHAEOLOGICAL RESOURCES (TAKEN FROM COUNTY OF SAN MATEO "HISTORIC AND ARCHAEOLOGICAL RESOURCES POLICIES"):

- 3.1. SITE SURVEY
3.1.1. DETERMINE IF SITES PROPOSED FOR NEW DEVELOPMENT CONTAIN ARCHAEOLOGICAL/PALEONTOLOGICAL RESOURCES.
3.2. SITE TREATMENT
3.2.1. ENCOURAGE PROTECTION AND PRESERVATION OF ARCHAEOLOGICAL SITES.
3.2.2. TEMPORARILY SUSPEND CONSTRUCTION WORK WHEN ARCHAEOLOGICAL/PALEONTOLOGICAL SITES ARE DISCOVERED.

4. EROSION CONTROL SPECIFICATIONS

A. UNNECESSARY GRADING AND DISTURBING OF SOIL SHALL BE AVOIDED.
B. BETWEEN OCTOBER 15TH AND APRIL 15TH EXPOSED SOIL SHALL BE PROTECTED FROM EROSION AT ALL TIMES.

C. DURING CONSTRUCTION, NO TURBID WATER SHALL BE PERMITTED TO ENTER ANY NEARBY RIVERS.

- D. ALL AREAS ON- AND OFF-SITE EXPOSED DURING CONSTRUCTION ACTIVITIES, IF NOT PERMANENTLY LANDSCAPED PER PLAN, SHALL BE PROTECTED BY MULCHING AND/OR HAND BROADCASTING OF THE FOLLOWING SEEDMIX AND INCORPORATED OVER ALL DISTURBED SLOPES:
BROMUS CARINATUS 10#/ACRE
LEYMUS TRITICOIDES 8#/AC.

E. ALL EXCAVATED MATERIAL SHALL BE REMOVED TO AN APPROVED DISPOSAL SITE.

F. ANY MATERIAL STOCKPILED ON-SITE SHALL BE COVERED WITH PLASTIC, ESPECIALLY DURING THE WINTER MONTHS OR DURING PERIODS OF RAIN.

G. UPON COMPLETION OF CONSTRUCTION, ALL REMAINING EXPOSED SOILS SHALL BE PERMANENTLY REVEGETATED PER LANDSCAPED PLAN.

H. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SEE THAT ADDITIONAL MEASURES, NECESSARY TO CONTROL SITE EROSION AND PREVENT SEDIMENT TRANSPORT OFF-SITE ARE IMPLEMENTED.

5.0 POLLUTION CONTROL

5.1 WATER POLLUTION
THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL PERMITTING REQUIREMENTS RELEVANT TO THE CONSTRUCTION OF THE PROJECT ARE MET AT ALL TIMES.

5.2 NOISE POLLUTION
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO KEEP NOISE POLLUTION, DUE TO THESE CONSTRUCTION ACTIVITIES, AS LOW AS POSSIBLE.

5.3 SOIL CONTAMINATION
THE CONTRACTOR SHALL NOT ALLOW REGULATED MATERIALS TO SPILL ON THE PROJECT SITE.

5.4 STORAGE OF REGULATED MATERIALS
THE STORAGE AND USE OF ANY REGULATED MATERIALS SHALL MEET ALL REQUIREMENTS OF LOCAL, STATE, AND FEDERAL REGULATORY AGENCIES.

6.1. SITE WORK

6.1 MOBILIZATION
THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PREPARATORY WORK AND PLACEMENT OF MATERIALS IN A STAGING AREA REQUIRED FOR CONSTRUCTION OPERATIONS INCLUDING, BUT NOT LIMITED TO, THOSE NECESSARY FOR THE MOVEMENT OF PERSONNEL, EQUIPMENT, SUPPLIES, AND INCIDENTALS TO THE PROJECT SITE.

THE CONTRACTOR SHALL PROVIDE MATERIALS, NOT SPECIFICALLY DESCRIBED BUT REQUIRED FOR PROPER COMPLETION OF THE WORK OF THIS SECTION, AS SELECTED BY THE CONTRACTOR SUBJECT TO THE APPROVAL OF THE COUNTY.

6.2 CLEARING AND GRUBBING
CLEAR THE SITE AS SHOWN ON THE DRAWINGS AND AS SPECIFIED IN THIS SECTION. CLEARING AND GRUBBING SHALL CONSIST OF ALL WORK INCLUDING, BUT NOT LIMITED TO, PROVIDING AND INSTALLING TEMPORARY EROSION CONTROL, AND PLACEMENT OF TREES, TREE BRANCHES, TREE STUMPS, BRUSH, ROOTS, BOULDERS, SHRUBS, SEDIMENT, AND ALL OBJECTIONABLE MATERIALS IN AN AGREED UPON LOCATION ADJACENT TO THE WORK SITE.

EXAMINE THE AREAS AND CONDITIONS UNDER WHICH THE WORK OF THIS SECTION WILL BE PERFORMED. CORRECT CONDITIONS DETRIMENTAL TO TIMELY AND PROPER COMPLETION OF THE WORK.

PROTECT TREES AND SHRUBS TO THE MAXIMUM EXTENT PRACTICAL.

- ALL WASTES DISPOSAL SHALL BE CONDUCTED AS FOLLOWS:
A. REMOVE WASTE FROM CLEARING OPERATIONS.
B. DISPOSE OF AWAY FROM THE SITE IN A LEGAL MANNER.
C. DO NOT STORE OR PERMIT DEBRIS TO ACCUMULATE ON THE JOB SITE.
D. DO NOT BURN DEBRIS AT THE SITE.

7. TRENCH WORK

7.1. EXTRA PRECAUTION SHALL BE TAKEN BY THE CONTRACTOR IN EXCAVATION FOR THE INSTALLATION OF THE PIPE IN AREAS WHERE THE PIPE MAY CROSS EXISTING UNDERGROUND UTILITIES AND OTHER FACILITIES OF ANY NATURE.

7.2. PIPE TRENCHES

- E. GENERAL. PIPE TRENCHES WILL BE CONSTRUCTED TO THE DIMENSIONS SPECIFIED IN THE DESIGN PLANS.
F. TRENCH EXCAVATIONS: PIPE TRENCHES SHOULD BE EXCAVATED AFTER FILL HAS BEEN PLACED AND COMPACTED TO THE COUNTY STANDARDS, OR AS SHOWN IN PLAN SET DETAILS.
G. EXCAVATION AND PREPARATION FOR PIPE TRENCHES SHALL BE DONE IN ACCORDANCE TO THE LINES, GRADES AND DIMENSIONS SHOWN IN THE DRAWINGS.
H. DEWATERING, WHERE RUNNING OR STANDING WATER OCCURS IN THE TRENCH BOTTOM OR WHERE THE SOIL IN THE TRENCH BOTTOM DISPLAYS A "QUICK" TENDENCY, THE WATER SHALL BE REMOVED BY PUMPS.

7.1. PIPES AND ASSEMBLY

HIGH DENSITY POLYETHYLENE (HDPE) PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE INSTRUCTION OF THE MANUFACTURER, AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN.

CARE SHALL BE TAKEN IN LOADING, DRAINING AND UNLOADING TO PREVENT DAMAGE TO THE PIPE. PIPE OR FITTING SHALL NOT BE DROPPED. ALL PIPE OR FITTING SHALL BE EXAMINED BEFORE INSTALLATION.

PIPE SHALL BE STORED ON CLEAN LEVEL GROUND TO PREVENT UNDUE SCRATCHING OR GOUGING. THE HANDLING OF THE PIPE SHALL BE IN SUCH A MANNER THAT THE PIPE IS NOT DAMAGED BY DRAGGING IT OVER SHARP AND CUTTING OBJECTS.

ALL PIPE AND FITTINGS SHALL BE THOROUGHLY CLEANED BEFORE INSTALLATION, SHALL BE KEPT CLEAN UNTIL THEY ARE USED IN THE WORK.

THE PIPE SHALL BE JOINED WITH BUTT, HEAT FUSION JOINTS AS OUTLINED IN ASTM D2657 AND CONFORM TO THE GENERIC BUTT FUSION JOINING PROCEDURE FOR FIELD JOINING OF POLYETHYLENE PIPE, TECHNICAL REPORT TR-33/2005, PUBLISHED BY THE PLASTIC PIPE INSTITUTE (PPI).

ALL PIPES SO JOINED SHALL BE MADE FROM THE SAME CLASS AND TYPE OF RAW MATERIAL MADE BY THE SAME RAW MATERIAL SUPPLIER.

WHEN LAYING IS NOT IN PROGRESS, INCLUDING LUNCHTIME, THE OPEN ENDS OF THE PIPE SHALL BE CLOSED BY FABRICATED PLUGS, OR BY OTHER APPROVED MEANS.

SECTIONS OF PIPE WITH CUTS, SCRATCHES OR GOUGES EXCEEDING 5 PERCENT OF THE PIPE WALL THICKNESS SHALL BE REMOVED COMPLETELY AND THE ENDS OF THE PIPELINE REJOINED.

ALL PIPE JOINTS SHALL BE BY THERMAL BUTT-FUSION. THE USE OF SOCKET FUSION, AND ELECTRO-FUSION COUPLINGS IS ACCEPTABLE. THE USE OF MECHANICAL JOINTS SHALL BE AT ENGINEER'S DISCRETION.

TRANSITION FITTINGS (HDPE TO STEEL) SHALL BE COMPRESSION STYLE OR WELD IN PLACE (THERMAL BUTT-FUSION). TRANSITION FITTING SHALL BE RATED FOR A WORKING PRESSURE OF 160 PSI.

FLANGED CONNECTIONS SHALL BE PROVIDED WITH A FULL-FACE NEOPRENE GASKET AND SHALL CONSISTS OF A POLYETHYLENE FLANGE THERMALLY BUTT-FUSED TO THE STUB END OF THE PIPE AND A 316 STAINLESS STEEL BACK UP RING TO MATE WITH A 316 STAINLESS STEEL FLANGE.

ALL WATERLINES SHALL NOT HAVE LESS THAN 18 INCHES OF COVER OVER THE TOP OF THE PIPE, EXCEPT WHERE NECESSARY TO AVOID UNDERGROUND OBSTRUCTIONS OR ROCKY CONDITIONS.

THE TRENCH SHALL HAVE A MINIMUM WIDTH OF 12 INCHES AND THE BOTTOM OF THE TRENCH SHALL BE LEVELED. THE PIPELINE SHALL BE SUPPORTED BY A BEDDING MATERIAL OF CLEAN NATIVE SOIL OR SAND.

7.2. THRUST BLOCKS

WHEN SPECIFIED, CONCRETE THRUST BLOCKS AND ANCHORS SHALL BE INSTALLED AS SHOWN ON THE DRAWINGS.

THE THRUST BLOCK CAVITY SHALL BE HAND DUG INTO UNDISTURBED SOIL OR PREVIOUSLY PLACED COMPACTED BACKFILL. THE CAVITY SHALL BE FORMED WITH SOIL OR WOOD TO HOLD THE FRESHLY PLACED CONCRETE WITHOUT DISPLACEMENT UNTIL AN INITIAL SET HAS OCCURRED.

WHEN EXCAVATION BEYOND THE DESIGNATED TRENCH WIDTHS AND DEPTHS AS SHOWN ON THE DRAWINGS OCCURS AT LOCATIONS WHERE INSTALLATION OF CONCRETE THRUST BLOCKS IS REQUIRED, THE CONTRACTOR SHALL INSTALL AN ALTERNATIVE THRUST BLOCK PROVISION.

7.3. FINISH GRADING AND CLEAN UP
VERIFY THAT ALL FINISH GRADES, AFTER APPLICATION OF MULCH AND TOPSOIL ARE WITHIN PLUS OF MINUS 0.3 IN OF REQUIRED FINISH GRADE.

SPREAD TOPSOIL AND FINISH GRADE ANY DISTURBED SOIL AREAS TO SMOOTHLY TRANSITION WITH THE SURROUNDING GROUND LINES AND STRUCTURES. ONCE THE EARTHWORK IS STABLE, PROMPTLY REMOVE ANY TEMPORARY EROSION CONTROL MATERIALS.

ALL CONSTRUCTION ACTIVITIES SHALL CONFORM TO THE CURRENT SAN MATEO COUNTY STANDARDS.

8. WATER SYSTEM

- 8.1. VALVES
8.1.1. VALVES AND RELATED ACCESSORIES SHALL BE FURNISHED AND INSTALLED AS SPECIFIED. ALL VALVES AND OTHER EQUIPMENT SHALL BE INSTALLED IN A NORMAL UPRIGHT POSITION UNLESS OTHERWISE RECOMMENDED BY THE MANUFACTURER, AND SHALL BE READILY ACCESSIBLE FOR OPERATION, MAINTENANCE, AND REPLACEMENT.
8.2. FIRE SERVICE...
8.2.1. THE FIRE SERVICE SHALL CONFORM TO CURRENT NORTH COAST COUNTY WATER DISTRICT STANDARDS.
8.2.2. THE BACKFLOW PREVENTION DEVICE SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

- 8.3. PRESSURE TESTING SHALL BE CONDUCTED PER MANUFACTURER'S RECOMMENDATIONS.
8.3.1. AFTER COMPLETION, ALL PIPELINES SHALL BE THOROUGHLY FLUSHED TO REMOVE DIRT, SCALE, OR OTHER MATERIAL.
8.3.2. AT THE CONCLUSION OF THE WORK, THOROUGHLY CLEAN ALL OF THE NEW PIPE LINES TO REMOVE ALL DIRT, STONES, PIECES OF WOOD OR OTHER MATERIAL WHICH MAY HAVE ENTERED DURING THE CONSTRUCTION PERIOD.

ALL SYSTEM WATER SYSTEM FACILITIES SHALL BE DISINFECTED IN ACCORDANCE WITH STANDARDS DEVELOPED BY THE AWWA, INCLUDING THE FOLLOWING:
C651-05: DISINFECTING WATER MAINS
C652-02: DISINFECTION OF WATER-STORAGE FACILITIES

9. CONCRETE

- 9.1. CONCRETE FORMS AND ACCESSORIES
9.1.1. CONSTRUCT FORMS TO PREVENT LEAKAGE OF MORTAR, AND ANY SHIFTING OR DEFORMATION DURING THE PLACEMENT AND FINISHING OF CONCRETE.
9.1.2. WET FORMS TO ALLOW REMOVAL WITHOUT DAMAGING THE CONCRETE PER MANUFACTURER'S INSTRUCTIONS.
9.1.3. JOINTS; ARRANGE JOINTS VERTICALLY AND HORIZONTALLY.
9.1.4. INSPECTION: OBTAIN COUNTY'S REPRESENTATIVE INSPECTION AND APPROVAL OF FORMS AT LEAST 4 HOURS PRIOR TO PLACING CONCRETE.
9.1.5. CLEANING: REMOVE ALL SAWDUST, SHAVINGS, AND OTHER DEBRIS FROM WITHIN THE FORMS.
9.1.6. FORM REMOVAL DO NOT DISTURB FORMS UNTIL CONCRETE HAS GAINED ENOUGH STRENGTH TO CARRY ITS OWN WEIGHT AND SUCH CONSTRUCTION LOADS AS MAY OCCUR.

10. CONCRETE WASHOUT

- 10.1. TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE LOCATED A MINIMUM OF 50 FT AWAY FROM STORM DRAIN INLETS, OPEN DRAINAGE FACILITIES, AND WATER COURSES.
10.2. A SIGN SHALL BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.
10.3. CONCRETE WASHOUT FACILITY SHALL BE CONSTRUCTED WITH A MINIMUM LENGTH AND MINIMUM WIDTH OF 10 FT.
10.4. LATH AND FLAGGING SHOULD BE COMMERCIAL TYPE.
10.5. PLASTIC LINING MATERIAL SHOULD BE A MINIMUM OF 10 MIL POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

11. CATCH BASIN INSTALLATION

- 11.1. EXCAVATION FOR BASIN
11.1.1. EXCAVATE TO INDICATED ELEVATIONS AND DIMENSIONS WITHIN A TOLERANCE OF PLUS OR MINUS 1 INCH.
11.2. CATCH BASIN INSTALLATION
11.2.1. SET FRAMES AND GRATES TO ELEVATIONS INDICATED.

12. PLANTING EXECUTION:

- 12.1. EXAMINATION
12.1.1. FINISH GRADES: FINISH GRADES FOR PLANTING AREAS SHALL HAVE BEEN ESTABLISHED IN ANOTHER SECTION.
12.1.1.1. VERIFY THAT ALL GRADES ARE WITHIN 0.3 IN. PLUS OR MINUS OF REQUIRED FINISH GRADE.
12.1.1.2. SOIL PREPARATION. DO NOT COMMENCE PLANTING WORK PRIOR TO COMPLETION AND ACCEPTANCE OF SOIL PREPARATION.
12.1.1.3. IRRIGATION: VERIFY THAT IRRIGATION SYSTEM HAS BEEN INSTALLED AND ACCEPTED.

- 12.2. PREPARATION
12.2.1. LAYOUT AND STAKING: LAY OUT PLANTS AT LOCATIONS SHOWN ON DRAWINGS.
12.2.2. REVIEW: LOCATIONS OF PLANTS WILL BE CHECKED IN THE FIELD AND WILL BE ADJUSTED TO EXACT POSITION BEFORE PLANTING BEGINS.

- 12.2.3. DIGGING PLANT PITS. DIG TREE PITS AND SCARIFY ALL SIDES OF THE TREE PIT AFTER EXCAVATION - SEE BELOW.
12.2.4. CONTAINERIZED PLANT PITS: EXCAVATE SQUARE PLANT PITS AS FOLLOWS:

Table with 2 columns: WIDTH, DEPTH. Rows include 1 GALLON - AT LEAST TWICE THE WIDTH LESS 1/2 INCH, 5 GALLONS - AT LEAST TWICE THE WIDTH LESS 1/2 INCH, 15 GALLONS - AT LEAST TWICE THE WIDTH LESS 1 INCH, 24-INCH BOX AND LARGER - AT LEAST TWICE THE WIDTH LESS 2 INCHES.

- 12.3.1. TESTING: IMMEDIATELY AFTER COMPLETION OF EXCAVATION, TEST DRAINAGE OF PLANT PITS BY FILLING WITH WATER TWICE IN SUCCESSION.
12.3.2. CORRECTION: SUBMIT FOR ACCEPTANCE A WRITTEN PROPOSAL AND COST ESTIMATE FOR THE CORRECTION OF POOR DRAINAGE CONDITIONS BEFORE PROCEEDING WITH PLANTING.
12.3.3. PERCOLATION TEST PIT:
12.3.3.1. LOCATION: AT TWELVE (12) LOCATIONS AS DETERMINED BY THE LANDSCAPE ARCHITECT ON SITE.

- 12.4. HEADERS: LAY OUT LOCATIONS OF HEADERS FOR REVIEW PRIOR TO FINAL INSTALLATION.
12.5. TREE AND SHRUB PLANTING
12.5.1. HANDLING AND DE-POTTING OF PLANT MATERIALS:
12.5.1.1. DAMAGE: AVOID DAMAGE TO CONTAINERS AND ROOTBALLS.
12.5.1.2. CANNED TREES AND SHRUBS: CUT CAN ON TWO SIDES WITH ACCEPTED CUTTING TOOL.
12.5.1.3. ROVED TREES: LIFT FROM BOTTOM WITH FORKLIFT OR FROM SIDES WITH 2-INCH X 4-INCH RAILS NAILED TO EACH SIDE OF BOX.

- PERIMETER OF THE BALL OR AT 12-INCH INTERVALS ON SIDES OF BOXED MATERIALS.
12.5.1.4.1.2. PLANT PIT: SCARIFY SIDES OF PLANT PIT, THOROUGHLY BREAKING UP SURFACES AND ELIMINATING "GLAZED" AREAS.
12.5.1.5. POSITIONING: BACKFILL PLANT PIT TO ALLOW SETTING CROWN OF TREE 2 INCHES ABOVE NEW FINISH GRADE.
12.5.1.6. BACKFILLING:
12.5.1.6.1. USE BACKFILL MIX TO THROUGHOUT PLANT PITS AS SHOWN ON DRAWINGS.
12.5.1.6.2. WHEN PLANT PITS HAVE BEEN BACKFILLED APPROXIMATELY 2/3 FULL, WATER THOROUGHLY AND SATURATE ROOTBALL, BEFORE INSTALLING REMAINDER OF THE BACKFILL MIX TO TOP OF PIT.
12.5.1.7. STAKING: WHEN REQUIRED, STAKE OR AS SPECIFIED BELOW.
12.5.1.8. WATERING BASIN: FORM SAUCER WITH 3-INCH HIGH BERM CENTERED AROUND TREE PITS 12 INCHES WIDER THAN BALL DIAMETER.
12.5.1.9. WATERING: IMMEDIATELY WATER ALL PLANTS AFTER COMPLETION OF PLANTING OPERATIONS.

- 12.6. STAKING
12.6.1. GENERAL:
12.6.1.1. TREES SHALL BE ABLE TO STAND UPRIGHT WITHOUT SUPPORT, AND SHALL RETURN TO THE VERTICAL AFTER THEIR TOPS HAVE BEEN DEFLECTED HORIZONTALLY AND RELEASED.
12.6.1.2. TREES SHALL REMAIN PLUMB AND STRAIGHT FROM INSTALLATION THROUGH THE WARRANTY PERIOD.
12.6.1.3. TREE SUPPORT, IF REQUIRED, SHALL BE DONE AS OUTLINED ON THE FOLLOWING TABLES.

- 12.6.2. STAKING: STAKE ALL TREES UNDER 3/4-INCH CALIPER IN ACCORDANCE WITH THE FOLLOWING TABLE:
TABLE WITH 3 COLUMNS: TREE CALIPER @ 12 IN., ABOVE GRADE TO 1 1/2 INCH, # STAKES, STAKE SIZE.
12.6.2.1. LOCATE STAKES AS DETAILED IN THE DRAWINGS, PERPENDICULAR TO PREVAILING WIND AND AS CLOSE TO THE MAIN TRUNK AS IS PRACTICAL.
12.6.2.2. REMOVE NURSERY-SUPPLIED STAKE AND TIE TO NEW STAKES USING TWO TREE TIES.

- 12.7. MULCHING
12.7.1. OUTSIDE THE LIMITS OF THE BIORETENTION INUNDATION AREA (ZONE A) AS SHOWN ON THE PLANS, INSTALL A 2-INCH DEEP LAYER OF MULCH OVER ALL SHRUB AREAS INCLUDING TREE AND SHRUB WATERING BASINS.
12.7.2. PULL MULCH BACK IN A 12-INCH DIAMETER FROM TRUNK OF ALL TREES AND A 6-INCH DIAMETER FROM ROOT BALL OF ALL SHRUBS.

- 12.8. GROUND COVER PLANTING
12.8.1. WATERING: IMMEDIATELY WATER GROUND COVER AREAS AFTER FERTILIZER APPLICATION TO WASH FERTILIZERS FROM LEAVES OF PLANTS.

- 13. INSPECTION RISER
13.1. PVC INSPECTION RISER SHALL BE INSTALLED PER PLAN.
13.2. INSTALL SLOTTED WELL SCREEN IN SAND OR GRAVEL PACK.
13.3. INSTALL INSPECTION RISER COVER FLUSH WITH FINISHED GRADE.

- 14. TRENCH GRATE
14.1. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

- 15. OVERFLOW STRUCTURE
15.1. THE OVERFLOW STRUCTURE SHALL BE INSTALLED PER THE MANUFACTURER'S INSTRUCTIONS AND THE INFORMATION INCLUDED ON THE PLANS.
15.2. THE DRAIN BASIN BODY WILL BE CUT AT THE TIME OF THE FINAL GRADE.
15.3. NO BRICK, STONE, OR CONCRETE BLOCK SHALL BE USED TO SET THE GRATE TO THE FINAL GRADE HEIGHT.

- 11. TRENCH DRAIN
11.1. EXCAVATION, EXPANSION JOINTS, LAYING & ASSEMBLY OF CHANNELS, REBAR INSTALLATION, AND CONCRETE POURING ARE TO BE DONE PER THE MANUFACTURER'S INSTRUCTIONS

- 12. FINAL INSPECTION
THE CONTRACTOR MUST PERFORM A FINAL INSPECTION WITH THE PROJECT ENGINEER TO VERIFY SYSTEMS ARE OPERATIONAL AND FUNCTIONING AS DESIGNED.

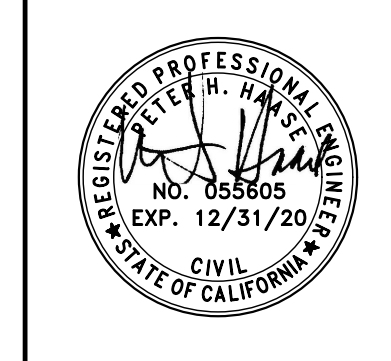
- 13. AS-BUILT DRAWINGS
THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A SET OF AS-BUILT DRAWINGS OF THE LAYOUT AND CONSTRUCTION OF THE SYSTEM.

SHEET TITLE: CONSTRUCTION SPECIFICATIONS

CLIENT: SAN MATEO COUNTY PARKS
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

PROJECT TITLE: SANCHEZ ADOBE PARK
UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
1000 LINDA MARK BLVD.
PACIFICA, CA 94044
APN: 023-240-250

FALL CREEK ENGINEERING, INC.
Consulting Engineers
Civil • Environmental • Water Resources
1525 SEABRIGHT AVE.
SANTA CRUZ, CA 95062
TEL (831) 426-9054



DRAWN BY: CJC/BJS
CHECKED BY: PHH
DATE: JANUARY 2019
JOB NO: 21824
SCALE: AS SHOWN
SHEET:

C8.1
13 OF 21

22"x34" SHEET. IF SHEET SIZE IS SMALLER, DRAWING HAS BEEN REDUCED. S:\Projects\13 0224 Sanchez Adobe Park\CAD\SPCS\Sheeg_17 01/2017-30.dwg

ELECTRICAL SYMBOLS & ABBREVIATIONS

SYMBOLS & ABBREVIATIONS SHOWN ARE FOR GENERAL USE. DISREGARD THOSE WHICH DO NOT APPEAR ON THE PLANS.

	SECURITY DOOR CONTACTS
	SECURITY MOTION DETECTOR
	CCTV CAMERA
	SECURITY SYSTEM KEYPAD
	DOOR BELL PUSHBUTTON
	DOOR CHIME WITH LED
	RECEPTACLE - DUPLEX *
	DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER - FIELD VERIFY HEIGHT
	GFCI CONVENIENCE RECEPTACLE - DUPLEX *
	GFCI CONVENIENCE DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER - FIELD VERIFY HEIGHT
	RECEPTACLE DOUBLE DUPLEX *
	HALF SWITCHED DUPLEX RECEPTACLE *
	SINGLE RECEPTACLE *
	DUPLEX RECEPTACLE - CEILING MOUNTED
	LETTER INDICATES DUPLEX FULLY CONTROLLED RECEPTACLE *
	LETTER INDICATES DUPLEX FULLY CONTROLLED RECEPTACLE *
	FLOOR MOUNTED DUPLEX RECEPTACLE
	FLOOR MOUNTED BOX
	POWER OUTLET - SEE PLANS FOR NEMA TYPE *
	POWER POLE
	WALL TELEPHONE OUTLET **
	VOICE/DATA WALL OUTLET *
	VOICE/DATA OUTLET MOUNTED ABOVE COUNTER - FIELD VERIFY HEIGHT
	SURFACE MOUNTED VOICE/DATA WALL OUTLET *
	SURFACE MOUNTED VOICE/DATA OUTLET MOUNTED ABOVE COUNTER - FIELD VERIFY HEIGHT
	WIRELESS ACCESS POINT (WAP) - CEILING MOUNTED
	WIRELESS ACCESS POINT (WAP) - WALL MOUNTED - FIELD VERIFY HEIGHT
	VOICE/DATA OUTLET - FLOOR MOUNTED
	TV OUTLET *
	VOICE/DATA OUTLET - CEILING MOUNTED
	INTERIOR SPEAKERS CEILING MOUNTED
	INTERIOR SPEAKERS WALL MOUNTED
	CLOCK +8'-0" AFF U.O.N. VERIFY BEFORE INSTALLATION

	PANELBOARD - FLUSH MOUNTED
	EQUIPMENT PANEL - FLUSH MOUNTED
	PANELBOARD - SURFACE MOUNTED
	EQUIPMENT PANEL - SURFACE MOUNTED
	METER W/ CURRENT TRANSFORMER
	JUNCTION BOX - CEILING OR WALL MOUNTED, SIZE PER CODE, TAPE AND TAG WIRES
	MOTOR CONNECTION
	NON-FUSED DISCONNECT SWITCH
	FUSED DISCONNECT SWITCH; FUSED WITH DUAL-ELEMENT FUSES SIZED PER EQUIPMENT MFG'S NAMEPLATE DATA
	COMBINATION STARTER/FUSED DISCONNECT SWITCH; FUSED DISCONNECT SWITCH ELEMENT FUSES SIZED PER EQUIPMENT MFG'S NAMEPLATE DATA
	MAGNETIC STARTER - NEMA SIZE INDICATED NEMA 3R ENCLOSURE UNLESS OTHERWISE SPECIFIED
	CIRCUIT BREAKER
	GROUND ROD WITH GROUNDWELL BOX
	GROUND ELECTRODE
	NORMALLY OPEN CONTACT
	NORMALLY CLOSED CONTACT
	TRANSFORMER - SEE SINGLE LINE FOR SIZE
	PULLBOX
	FLEX CONDUIT WITH CONNECTION
	CONDUIT - UP
	CONDUIT - DOWN
	CONDUIT EMERGENCY SYSTEM
	LOW VOLTAGE WIRING
	SURFACE METAL OR NON-METALLIC RACEWAY
	CONDUIT - CONCEALED IN WALLS OR CEILING
	CONDUIT - EXISTING
	CONDUIT - BELOW SLAB OR UNDERGROUND: 3/4"MIN.
	CAPPED OR STUB-OUT CONDUIT
	CONDUIT CONTINUATION
	CONDUIT - HOME RUN TO PANEL, TERMINAL CABINET, ETC. RUNS MARKED WITH CROSSHATCHES INDICATE NUMBER OF #12 AWG WIRES WHEN MORE THAN TWO. SIZE CONDUIT ACCORDING TO SPECIFICATIONS AND APPLICABLE CODE. CROSS HATCHES WITH NUMBER ADJACENT INDICATES WIRE SIZE OTHER THAN #12 AWG.
	SHEET NOTE REFERENCE SYMBOL; SEE ASSOCIATED NOTE ON SAME SHEET
	SCHEDULE SYMBOL; SEE ASSOCIATED NOTE ON SAME SHEET

	DETAIL NOTE REFERENCE SYMBOL SEE ASSOCIATED NOTE ON SAME DETAIL
	DETAIL NUMBER DETAIL OR SECTION REFERENCE SHEET NUMBER
	FEEDER DESIGNATION: SEE ASSOCIATED NOTE ON SAME DETAIL
	INDICATES QUANTITY OF TELEPHONE OUTLETS
	INDICATES QUANTITY OF DATA OUTLETS

ABBREVIATIONS

A	AMPERE	GFCI	GROUND FAULT INTERRUPTING	NTS	NOT TO SCALE
AFF	ABOVE FINISHED FLOOR	GFI	GROUNDING	OAH	OVERALL HEIGHT ON CENTER
ALUM/AL	ALUMINUM	GND, G	GALVANIZED RIGID STEEL	OH	OVERHEAD
ARCH	ARCHITECT	GRS	HEIGHT	PA	PUBLIC ADDRESS
AWG	AMERICAN WIRE GAUGE	HT	INTERROOM	PB	PULL BOX
BKR	BREAKER	IC	INTERMEDIATE DISTRIBUTION FRAME	PH	POWER FACTOR
C	CONDUIT	IDF	INCANDESCENT	PIR	PASSIVE INFRARED
CATV	CABLE TV	INCAND	JUNCTION BOX	PNL	PANEL
CB	CIRCUIT BREAKER	JB	KILOVOLT	PV	PHOTOVOLTAIC
CCTV	CLOSED CIRCUIT TV	KV	KILOVOLT AMPERES	PVC	POLYVINYL CHLORIDE
CKT	CIRCUIT	KVA	KILOWATT	PWR	POWER
CL	CENTER LINE	KW	LIGHTING CONTROL PANEL	(R)	EXISTING TO BE REMOVED
CLG	CEILING	LCP	LIGHTING	(RP)	REMOVABLE POLE
C.O.	CONDUIT ONLY	LV	LOW VOLTAGE	RECP'TS	RECEPTACLES
CTR	CENTER	KCM	THOUSAND CIRCULAR MILS	REQD	REQUIRED
D	DIMMER	M.B.	MAIN CIRCUIT BREAKER	REQMT'S	REQUIREMENT(S)
DIM	DIMENSION	MCA	MINIMUM CIRCUIT AMPS	SHT	SHEET
DIST	DISTRIBUTION	MDF	MAIN DISTRIBUTION FRAME	SLD	SINGLE LINE DIAGRAM
(E)	EXISTING	MECH	MECHANICAL	STC	SYSTEMS TERMINATION
EC	ELECTRICAL CONTRACTOR	MH	METAL HALIDE	SW	SWITCH
(EL)	EVENING LIGHT	MLO	MAIN LUGS ONLY	SWBD	SWITCHBOARD
EM	EMERGENCY	MPOE	MAIN POINT OF ENTRANCE	TTB	TELEPHONE TERMINAL
EMT	ELECTRICAL METALLIC TUBING	MTD	MOUNTED		BACKBOARD
EQUIP	EQUIPMENT	MTG	MOUNTING		TYPICAL
EV	ELECTRICAL VEHICLE	MOC	MAXIMUM OVER CURRENT PROTECTION	TYP	UNLESS OTHERWISE NOTED
FA	FIRE ALARM	(N)	NEW	UG	UNDERGROUND
FACP	FIRE ALARM CONTROL PANEL	NIC	NOT IN CONTRACT	V	VOLT
FC	FOOT CANDLE	NIEC	NOT IN ELECTRICAL CONTRACT	VD	VOLTAGE DROP
FIN	FINISH	(NL)	NIGHT LIGHT	W	WATT
FL	FLOOR	NO	NUMBER	W/	WITH
FLA	FULL LOAD AMPS	NOM	NOMINAL	WP	WEATHERPROOF
FLUOR	FLUORESCENT			XFMR	TRANSFORMER
(F)	FUTURE				
GC	GENERAL CONTRACTOR				

* +15" A.F.F. TO BOTTOM OF BOX, U.O.N.
 ** +48" A.F.F. TO TOP OF BOX, U.O.N.
 [#] NUMBER IN BRACKETS DENOTES NUMBER OF CABLE DROPS WHEN MORE THAN (2).

APPLICABLE STANDARDS

STANDARDS:

1. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
2. ELECTRONICS INDUSTRIES ASSOCIATION (EIA)
3. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
4. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
5. NATIONAL ELECTRICAL TESTING ASSOCIATION (NETA)
6. UNDERWRITER LABORATORIES (UL)
7. CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT STANDARDS (CAL/OSHA)

APPLICABLE CODES

CODES:

1. 2016 CALIFORNIA ADMINISTRATIVE CODE C.C.R., TITLE 24, PART 1.
2. 2016 CALIFORNIA BUILDING CODE (CBC) C.C.R., TITLE 24, VOL. 1 & 2 BASED ON THE 2015 INTERNATIONAL BUILDING CODE (IBC) WITH CALIFORNIA AMENDMENTS.
3. 2016 CALIFORNIA ELECTRICAL CODE (CEC) C.C.R., TITLE 24, PART 3 BASED ON THE 2014 NATIONAL ELECTRICAL CODE (NEC) WITH CALIFORNIA AMENDMENTS.
4. 2016 CALIFORNIA MECHANICAL CODE (CMC) C.C.R., TITLE 24, PART 4 BASED ON THE 2015 UNIFORM MECHANICAL CODE (UMC) WITH CALIFORNIA AMENDMENTS.
5. 2016 CALIFORNIA PLUMBING CODE (CPC) C.C.R., TITLE 24, PART 5 BASED ON THE 2015 UNIFORM PLUMBING CODE (UPC) WITH CALIFORNIA AMENDMENTS.
6. 2016 CALIFORNIA ENERGY CODE C.C.R., TITLE 24, PART 6.
7. 2016 CALIFORNIA FIRE CODE (CFC) C.C.R., TITLE 24, PART 9 BASED ON THE 2015 INTERNATIONAL FIRE CODE (IFC) WITH CALIFORNIA AMENDMENTS.
8. 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE C.C.R., TITLE 24, PART 11.
9. 2016 CALIFORNIA REFERENCED STANDARDS CODE C.C.R., TITLE 24, PART 12.
10. TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.
11. NATIONAL FIRE ALARM CODE (NFPA 72) 2016.
12. COUNTY OF SAN MATEO ORDINANCES, CODES, AND REGULATIONS.

SHEET INDEX

E0.1	SYMBOLS, ABBREVIATIONS, CODES, STANDARDS, NOTES & SHEET INDEX.
E0.2	GENERAL DEMOLITION & CONSTRUCTION NOTES.
E1.1	ELECTRICAL SINGLE LINE DIAGRAM.
E2.1	ELECTRICAL SITE PLAN.
E6.1	ELECTRICAL DETAILS.
E7.1	ELECTRICAL SPECIFICATIONS.
E7.2	ELECTRICAL SPECIFICATIONS.
E7.3	ELECTRICAL SPECIFICATIONS.

PROJECT DESCRIPTION

NEW ELECTRICAL SERVICE FOR NEW VISITOR CENTER AND RESTROOM BUILDING.

SHEET TITLE:

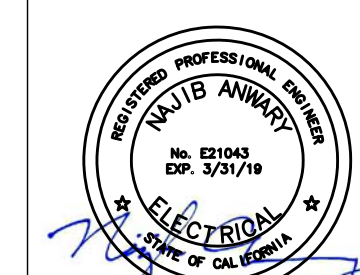
SYMBOLS, ABBREVIATIONS, CODES, STANDARDS, NOTES & SHEET INDEX.

CLIENT:

SAN MATEO COUNTY PARKS
 ATTN: SAM HERZBERG
 4555 COUNTY CENTER, 4TH FLOOR
 REDWOOD CITY, CA 94063

PROJECT TITLE:

SANCHEZ ADOBE PARK
 UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
 1000 LINDA MARK BLVD.
 PACIFIC, CA 94044
 APN: 023-240-250



DRAWN BY:	CADD
CHECKED BY:	NA
DATE:	JANUARY 2019
JOB NO.:	21824
SCALE:	AS SHOWN
SHEET:	

E0.1

GENERAL DEMOLITION NOTES

- A. CONTRACTOR SHALL FIELD VERIFY EXTENT OF ELECTRICAL DEMOLITION AND QUANTITIES OF ELECTRICAL TO BE REMOVED AS DICTATED BY THE REQUIREMENTS OF THE PROJECT.
- B. REMOVAL SHALL INCLUDE WIRING, RACEWAY, BOXES, SWITCHES, LIGHT FIXTURES, ETC. AS INDICATED ON THE PLANS AND AS REQUIRED BY THESE DEMOLITION NOTES.
- C. RACEWAYS ASSOCIATED WITH ELECTRICAL BEING DEMOLISHED WHICH ARE CONCEALED IN EXISTING REMAINING WALLS MAY BE ABANDONED IN PLACE. REMOVE WIRING FROM CONDUIT.
- D. RACEWAYS ASSOCIATED WITH ELECTRICAL BEING DEMOLISHED WHICH ARE EXPOSED SHALL BE REMOVED.
- E. WHERE REMOVAL OF EQUIPMENT OR WIRING IS INDICATED, IT SHALL INCLUDE ALL ASSOCIATED WIRING BACK TO LAST ACTIVE REMAINING OUTLET, DEVICE, FIXTURE OR PANEL.
- F. ELECTRICAL CONTRACTOR SHALL INSURE THAT ALL REMAINING ACTIVE CIRCUITS, DEVICES, OUTLETS, LIGHT FIXTURES, ETC. HAVE NOT BEEN DISCONNECTED OR MADE INOPERATIVE DURING DEMOLITION. ELECTRICAL CONTRACTOR SHALL RESTORE ALL INTERRUPTED OR DISCONNECTED CIRCUITS TO OPERATION.
- G. ELECTRICAL CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL REMOVED ELECTRICAL EQUIPMENT AND MATERIAL.
- H. NO REMOVED EQUIPMENT OR MATERIAL SHALL BE REUSED AS PART OF NEW WORK, U.O.N.
- I. EXISTING REMAINING CONCEALED RACEWAYS MAY BE REUSED FOR NEW WORK PROVIDED THEY MEET ALL REQUIREMENTS OF THE SPECIFICATION FOR NEW WORK.
- J. EXISTING FLUSH OUTLETS MAY BE REUSED FOR NEW WORK PROVIDED THEY MEET ALL REQUIREMENTS OF THE SPECIFICATION FOR NEW WORK, MEET THE REQUIREMENTS OF THE CURRENT C.E.C. FOR VOLUME AND COINCIDE WITH LOCATION SHOWN FOR THE NEW WORK.
- K. FLUSH OUTLET BOXES IN EXISTING WALLS TO REMAIN MAY BE ABANDONED IN PLACE. REMOVE DEVICES AND WIRING, PLUG OPENING AND PROVIDE AND INSTALL A BLANK DEVICE PLATE.
- L. EXISTING WIRING SHOWN HAS BEEN TAKEN FROM OLD PLANS AND IS ASSUMED TO BE CORRECT. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ACTUAL CONDITIONS AND MAKE ADJUSTMENTS TO SUIT ACTUAL CONDITIONS AND TO MEET THE INTENT OF THE CONTRACT DOCUMENTS.
- M. WHERE TELEPHONE, COMPUTER DATA, FIBER OPTICS, FIRE ALARM OR OTHER COMMUNICATIONS OUTLETS OR WIRING IS TO BE DEMOLISHED IT SHALL BE REMOVED BACK TO THE NEXT TERMINAL POINT. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH OWNER OR HIS REPRESENTATIVE TO HAVE EQUIPMENT AND WIRING DESIGNATED FOR REMOVAL OR PRESERVATION PRIOR TO REMOVAL OF OUTLET BOXES, CONDUIT OR WIRING BY ELECTRICAL CONTRACTOR.
- N. COORDINATE WITH OWNER PRIOR TO START OF DEMOLITION TO MINIMIZE POWER INTERRUPTIONS, WORK MAY HAVE TO OCCUR DURING NON-REGULAR BUSINESS HOURS. COORDINATE IN WRITING WITH OWNER ONE WEEK PRIOR TO PLANNED POWER INTERRUPTIONS.

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS. MATERIALS AND EQUIPMENT SHALL BE U.L. LISTED AND LABELED FOR THE APPLICATION.
2. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, LICENSES AND INSPECTION FEES REQUIRED BY THIS CONTRACT WORK.
3. CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BIDDING AND ALLOW FOR ALL FIELD CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ELECTRICAL WORK NOTED AND CALLED OUT ON ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL OBTAIN INFORMATION AND BE FAMILIAR WITH ALL OTHER TRADES WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION BETWEEN OTHER TRADES ON PROJECT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF PERSONS AND PROPERTY AND SHALL PROVIDE INSURANCE COVERAGE AS NECESSARY FOR LIABILITY AND PERSONAL, PROPERTY DAMAGE, TO FULLY PROTECT THE OWNER, ARCHITECT AND ENGINEER FROM ANY AND ALL CLAIMS RESULTING FROM THIS WORK.
5. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS AT THE PROJECT SITE INDICATING ALL MODIFICATIONS TO ELECTRICAL SYSTEMS. THE CONTRACTOR SHALL AT THE CONCLUSION OF THE PROJECT PROVIDE ACCURATE "AS-BUILT" DRAWINGS ACCEPTABLE TO THE ARCHITECT.
6. ALL MATERIALS PROVIDED TO THE PROJECT SHALL BE NEW. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE AND INSTALL ALL INCIDENTAL MATERIALS REQUIRED FOR A COMPLETE INSTALLATION.
7. CONTRACTOR SHALL PROVIDE TO THE ARCHITECT A CONSTRUCTION SCHEDULE OF ELECTRICAL WORK. THE CONSTRUCTION SCHEDULE SHALL IDENTIFY ALL SIGNIFICANT MILESTONES WITH COMPLETION DATES.
8. CONTRACTOR SHALL PROVIDE ALL REQUIRED "CUTTING, PATCHING, EXCAVATION, BACKFILL AND REPAIRS" NECESSARY TO RESTORE DAMAGED SURFACES TO EQUAL OR BETTER THAN ORIGINAL CONDITIONS EXISTING AT START OF WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR PAINTING ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS.
10. ALL ELECTRICAL EQUIPMENT INSTALLED OUTDOORS SHALL BE WEATHERPROOF. EXTERIOR CONDUITS RUN INTO BUILDINGS SHALL BE INSTALLED WITH FLASHING, CAULKED AND SEALED. CONDUITS FOR EXTERIOR ELECTRICAL DEVICES SHALL BE RUN INSIDE BUILDING UNLESS OTHERWISE NOTED ON DRAWINGS.
11. ALL CONDUITS UNLESS OTHERWISE NOTED ON DRAWINGS SHALL HAVE AS A MINIMUM: TWO (2) #12s WITH ONE (1) #12 GROUND. "TICK" MARKS SHOWN ON CIRCUITRY ARE FOR ROUGH ESTIMATING ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WIRES AND WIRE SIZES REQUIRED BY LATEST CODE.
12. ALL BRANCH CIRCUITS SHALL HAVE INDIVIDUAL NEUTRALS. SHARED NEUTRALS ON MULTIWIRED CIRCUITS IS NOT ALLOWED.
13. ALL 120/277V LIGHT SWITCHES AND WALL OCCUPANT SENSORS SHALL HAVE A NEUTRAL INSTALLED TO THE DEVICE BOX EXCEPT WHERE A CONDUIT OR SURFACE RACEWAY SYSTEM IS INSTALLED.
14. COORDINATE ALL CONDUIT RUNS, ELECTRICAL EQUIPMENT AND PANELS WITH ALL OTHER WORK TO AVOID CONFLICTS.
15. SEE ARCHITECTURAL DOCUMENTS FOR EXACT PLACEMENT OF LIGHTING FIXTURES AND DEVICES. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF CEILING TYPES FROM ARCHITECTURAL DOCUMENTS AND PROVIDE AND INSTALL ALL REQUIRED FIXTURE MOUNTING HARDWARE. PROVIDE AND INSTALL U.L. LISTED FIRE STOP ENCLOSURES FOR ALL RECESSED FIXTURES IN FIRE RATED CEILINGS.
16. FROM ALL NEW FLUSH MOUNT PANELS; THE CONTRACTOR SHALL STUB UP INTO ACCESSIBLE CEILING SPACE A MINIMUM OF FOUR (4) 3/4" CONDUITS FOR FUTURE USE.
17. CONTRACTOR SHALL, PRIOR TO BID, FIELD VERIFY ALL REQUIREMENTS FOR MODIFYING THE EXISTING CLOCK, DATA, AND INTERCOM SYSTEMS TO ACCOMMODATE ADDITIONS NOTED. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS NEEDED TO MAKE A FULLY OPERATIONAL SYSTEM AT THE CONCLUSION OF PROJECT WORK.
18. CONTRACTOR SHALL PROVIDE IN EVERY NEW EMPTY CONDUIT A DRAW STRING FOR USE IN FUTURE CONSTRUCTION.
19. ALL CONDUIT SHALL BE CONCEALED WHERE POSSIBLE. CUT AND PATCH EXISTING WALLS WHERE NECESSARY. WHERE IT IS NECESSARY TO CUT OR BORE EXISTING STRUCTURAL WALLS FOR NEW ELECTRICAL WORK OBTAIN PERMISSION FROM THE ARCHITECT PRIOR TO STARTING WORK. REUSE (E) CONDUIT WHERE POSSIBLE.
20. WHERE IT IS NOT POSSIBLE TO REUSE (E) CONDUIT OR RUN (N) CONCEALED CONDUIT USE NON-METALLIC SURFACE RACEWAY AND BOXES. ROUTING OF ALL NON-METALLIC RACEWAYS SHALL BE APPROVED BY THE ARCHITECT OR OWNER'S REPRESENTATIVE PRIOR TO ROUGH-IN.
21. EXTENSION RINGS OR RESET BOXES TO BE FLUSH WITH NEW WALL THICKNESS.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO (E) UNDERGROUND SYSTEMS (GAS, WATER, TELEPHONE, ELECTRICAL, SEWER, ETC.). THE CONTRACTOR SHALL REPAIR & PAY ALL EXPENSES FOR DAMAGE TO (E) UNDERGROUND SYSTEMS AS A RESULT OF (N) WORK. REPAIR TO DAMAGED UNDERGROUND SYSTEMS SHALL BE TO THE OWNERS SATISFACTION WITHOUT EXTRA EXPENSE TO THE OWNER.
23. EXISTING WIRING SHOWN HAS BEEN TAKEN FROM OLD PLANS AND IS ASSUMED TO BE CORRECT. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ACTUAL CONDITIONS AND MAKE ADJUSTMENTS TO SUIT ACTUAL CONDITIONS AND TO MEET THE INTENT OF THE CONTRACT DOCUMENTS.
24. WHERE NON-METALLIC SHEATHED CONDUCTORS ARE FOUND, THE CONTRACTOR SHALL REMOVE TO FULLEST EXTENT PER THE GENERAL DEMOLITION NOTES AND REPLACE WITH CONDUIT. METAL CLAD CABLE WILL BE PERMITTED ON A CASE-BY-CASE BASIS ONLY BY WRITTEN APPROVAL FROM THE ARCHITECT.
25. ALL INSTALLATION OF EXPOSED SURFACE MOUNTED RACEWAY IN PUBLIC AREAS SHALL BE REVIEWED BY ELECTRICAL ENGINEER BEFORE ROUGH-IN. CONTRACTOR IS TO DETERMINE THE ACCESSIBILITY OF ATTIC, FURRED SPACE, HOLLOW MULLIONS, ETC. IN EACH AREA AND REVIEW WITH ENGINEER. IF SYSTEM CAN BE ROUTED CONCEALED EITHER BY FISHING OR ACCESSIBILITY, CONTRACTOR IS TO DO SO. IF INACCESSIBILITY IS DETERMINED, CONTRACTOR SHALL INSTALL SURFACE MOUNTED RACEWAY IN THE MOST AESTHETICALLY PLEASING MEANS AS DETERMINED BY THE THE ENGINEER. NO ALLOWANCE FOR ADDITIONAL COMPENSATION DUE TO ROUTING AS DIRECTED BY THE ENGINEER WILL BE MADE.
26. CONTRACTOR SHALL COORDINATE WITH PG&E, AT&T & PAY ALL CHARGES FOR TEMPORARY CONSTRUCTION POWER & TELEPHONE.
27. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES AND OBTAIN UTILITY COMPANY CONSTRUCTION DOCUMENTS. UTILITY COMPANY CHARGES SHALL BE PAID BY OWNER.

SHEET TITLE:

GENERAL DEMOLITION & CONSTRUCTION NOTES

CLIENT:

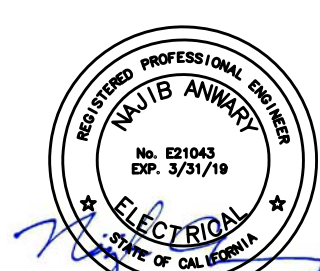
SAN MATEO COUNTY PARKS

ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

PROJECT TITLE:

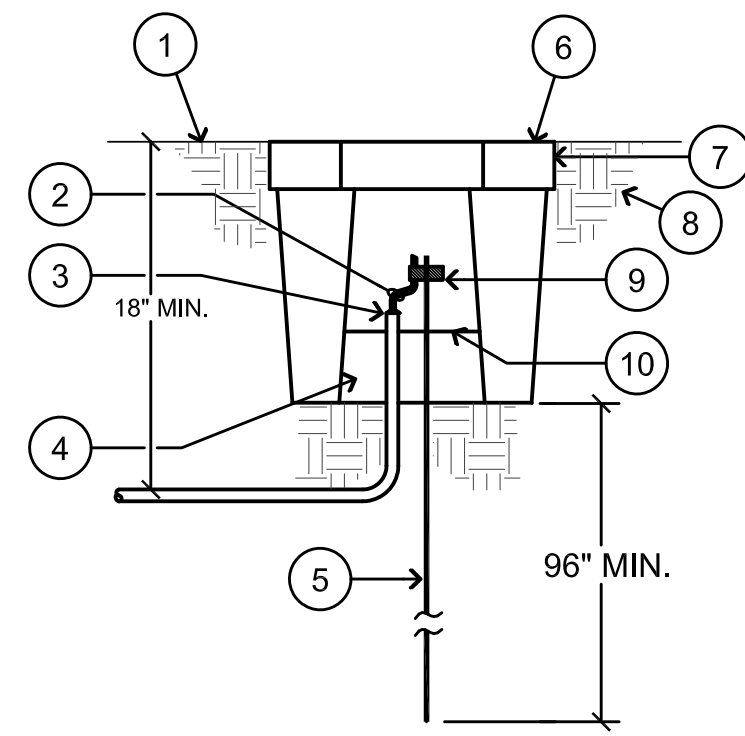
SANCHEZ ADOBE PARK

UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
1000 LINDA MARK BLVD.
PACIFICA, CA 94044
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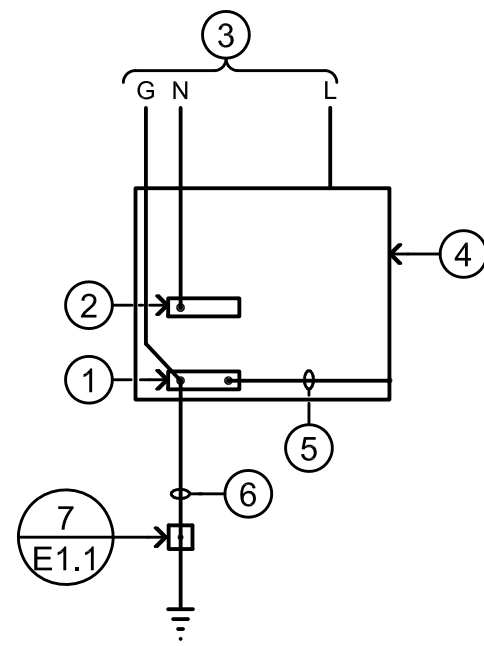


GENERAL NOTE:
WHERE METAL CONDUIT USED IN LIEU OF PVC, PROVIDE GROUND BUSHINGS & BONDS PER CODE.

- DETAIL NOTES:**
1. FINISHED GRADE
 2. GROUND CONDUCTOR
 3. SEAL CONDUIT WATERTIGHT
 4. GROUT BOTTOM MINIMUM 3"
 5. 3/4" x 10'-0" COPPER CLAD GROUND ROD
 6. LID LABELED "GROUND ROD"
 7. CHRISTY "F8" GROUND ROD BOX
 8. UNDISTURBED EARTH
 9. GROUND CLAMP
 10. COAT ALL INSIDE SURFACES W/SEALANT

7 GROUND ROD BOX DETAIL

NO SCALE

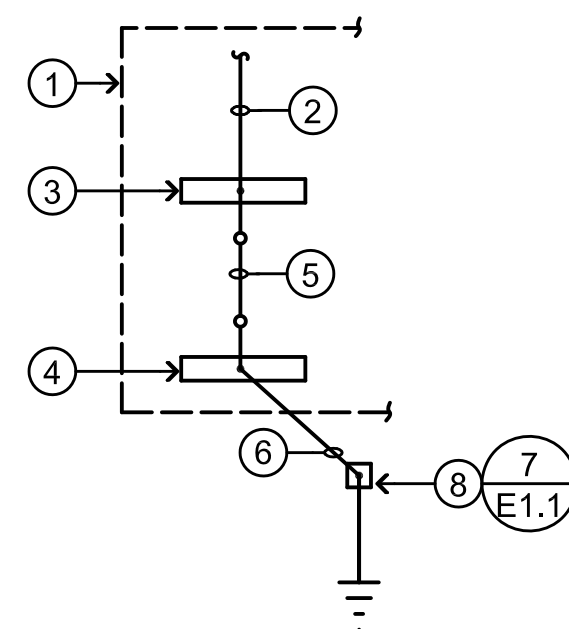


- DETAIL NOTES:**
1. GROUND BUS.
 2. NEUTRAL BUS.
 3. TO TRANSFORMER OR MAIN SWITCHBOARD.
 4. DISTRIBUTION PANEL.
 5. #4 EQUIPMENT BONDING JUMPER.
 6. 1" C WITH GROUNDING ELECTRODE CONDUCTOR, PER 1/E1.1.

GENERAL NOTE:
IF AVAILABLE ON THE PREMISES AT EACH BUILDING OR STRUCTURE SERVED EACH OF THE FOLLOWING SHALL BE BONDED TOGETHER TO FORM THE GROUNDING ELECTRODE SYSTEM:
a. METAL WATER PIPE,
b. METAL FRAME OF BUILDING,
c. GROUND RING,
d. OTHER ELECTRODES PER CEC 250-50

6 DISTRIBUTION PANEL GROUNDING

NO SCALE

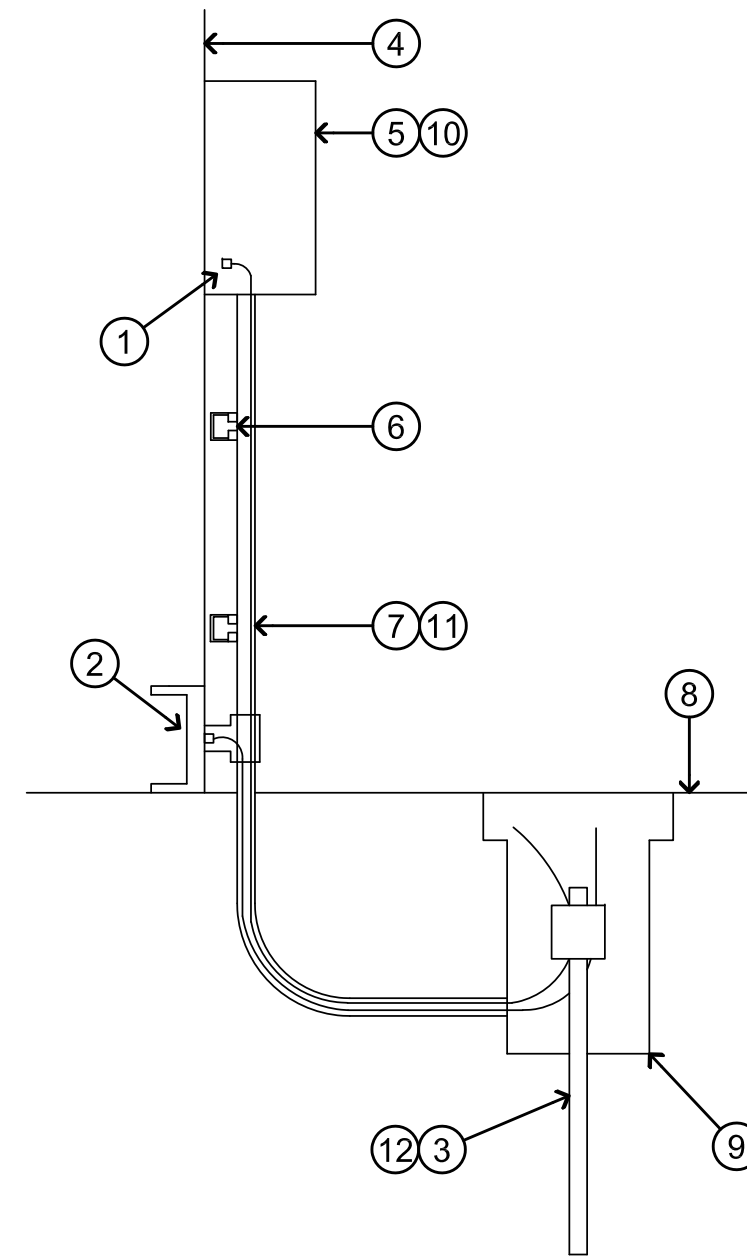


- DETAIL NOTES:**
1. MAIN ELECTRICAL SERVICE SWITCHBOARD.
 2. INCOMING NEUTRAL.
 3. SERVICE NEUTRAL LANDING LUG/NEUTRAL BUS.
 4. GROUND BUS.
 5. REMOVABLE MAIN SERVICE BONDING JUMPER FURNISHED WITH SWITCHBOARD CONNECTED BY CONTRACTOR.
 6. 1" PVC WITH BARE COPPER GROUNDING ELECTRODE CONDUCTOR #2/0.
 7. COLD WATER PIPE IN THE BUILDING WITHIN 5' OF ENTRANCE OF BUILDING THAT MEETS REQUIREMENTS OF CEC 250.52 (A)(1).
 8. SERVICE GROUND ROD.

GENERAL NOTE:
IF AVAILABLE ON THE PREMISES AT EACH BUILDING OR STRUCTURE SERVED EACH OF THE FOLLOWING SHALL BE BONDED TOGETHER TO FORM THE GROUNDING ELECTRODE SYSTEM:
a. METAL WATER PIPE,
b. METAL FRAME OF BUILDING,
c. GROUND RING,
d. OTHER ELECTRODES PER CEC 250-50

5 ELECTRICAL SERVICE GROUND

NO SCALE

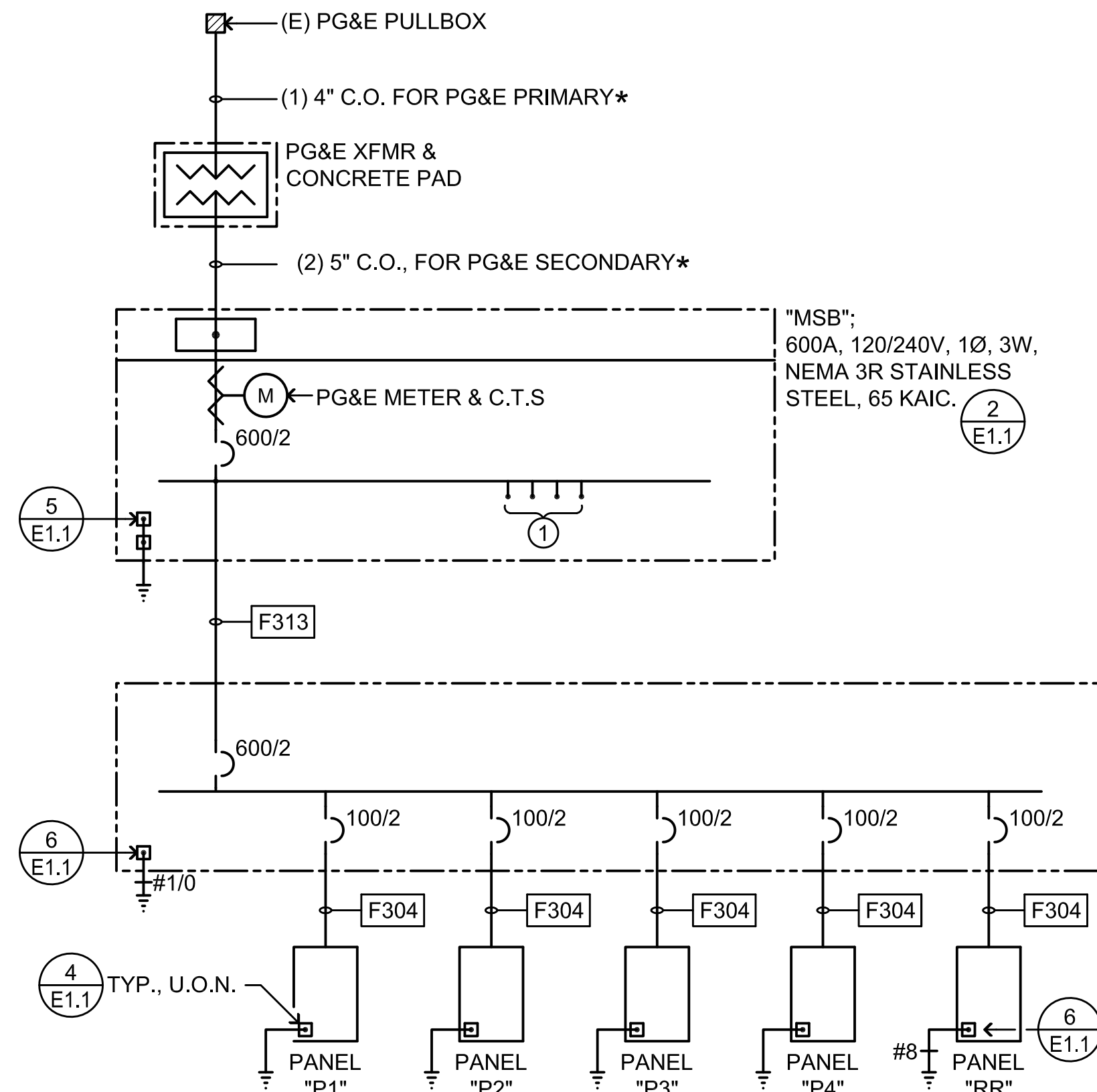


- DETAIL NOTES:**
1. GROUND BUS
 2. COPPER GROUND CONDUCTOR TO METAL FRAME WHEN PROVIDED
 3. COPPER CLAD GROUND ROD 10'-0" LONG 3/4"Ø (CEC 250-50)
 4. RELOCATABLE BUILDING
 5. ELECTRICAL PANEL
 6. CHANNEL SUPPORT
 7. RIGID CONDUIT WITH CONDUCTOR, ATTACHED TO WALL WITH 2-HOLE STRAPS
 8. FINISH GRADE
 9. GROUND ROD BOX CHRISTY "F8" OR EQUAL.
 10. SIZE OF CONDUCTORS SHALL COMPLY WITH CEC TABLE 250-66
 11. BOND SEPARATE CONDUCTORS FROM GROUND ROD TO ELECTRICAL PANEL AND TO METAL BUILDING FRAME (CEC 250-30)
 12. CHECK RESISTANCE TO GROUND, IF RESISTANCE EXCEEDS 25 OHMS, INSTALL ADDITIONAL GROUND RODS AS REQUIRED. (CEC 250-56)

GENERAL NOTE:
A. ALL MODULES OF METAL FRAME BUILDINGS SHALL BE ELECTRICALLY BONDED TOGETHER. (BOLTING ONLY IS NOT ACCEPTABLE BONDING.)
B. BOND RAMP TO BUILDING
C. BOND WATER PIPES PER CEC 250-50

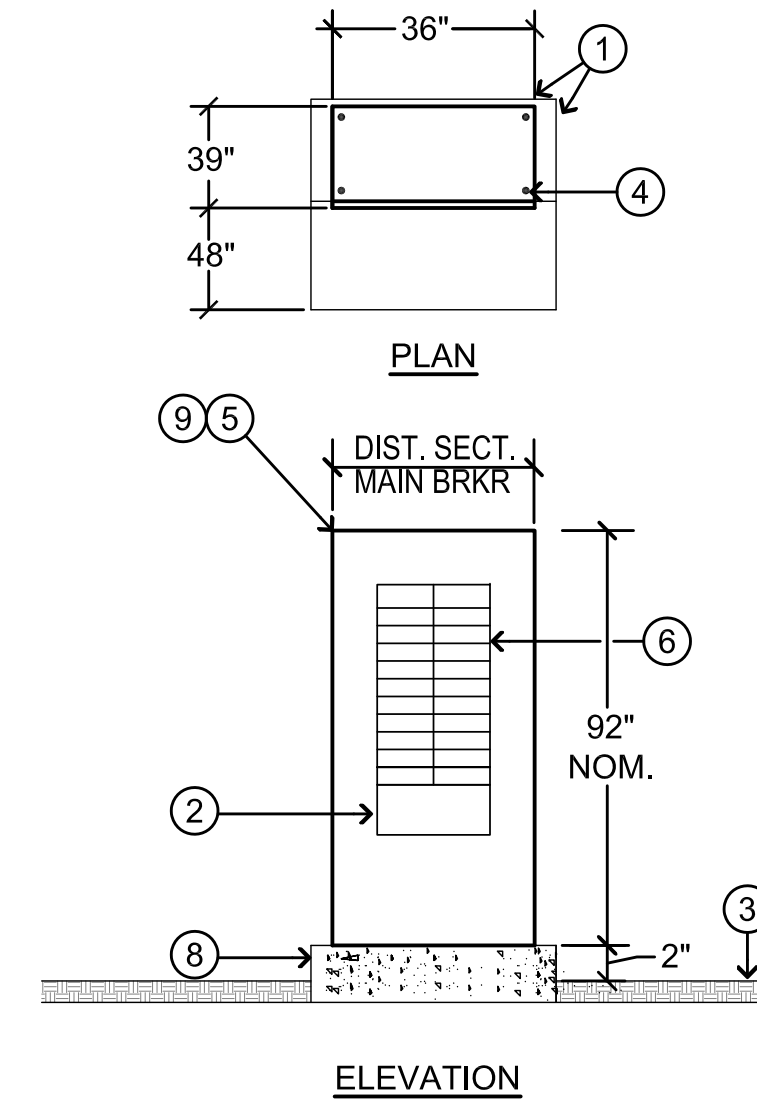
4 TYPICAL MODULAR BUILDING GROUNDING INSTALLATION

NO SCALE



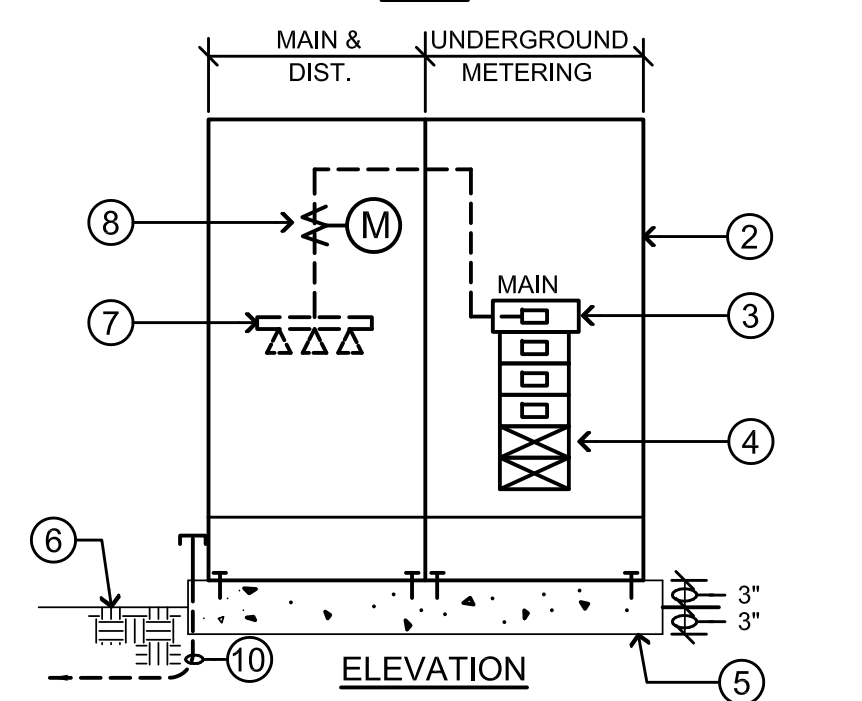
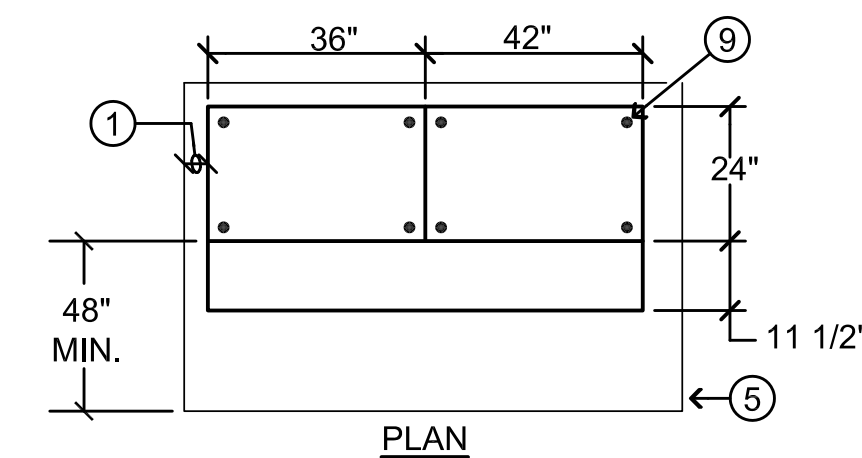
1 ELECTRICAL SINGLE LINE DIAGRAM

NO SCALE



3 DISTRIBUTION SWITCHBOARD ELEVATION

NO SCALE



2 SWITCHBOARD ELEVATION

NO SCALE

* PER PG&E RULES, REGULATIONS & STANDARDS

DISTRIBUTION SWDB "DSB";
600A, 120/208V, 3Ø, 4W,
NEMA 3R STAINLESS STEEL

- DETAIL NOTES:**
1. SPACE FOR MINIMUM:
- (2) 225 AMP, 2-POLE BREAKERS
- (2) 100 AMP, 2-POLE BREAKERS
- (3) 20 AMP, 1-POLE BREAKERS

- DETAIL NOTES:**
1. 3" SIDES, 9" BACK, AND 48" IN FRONT, PAD.
 2. MAIN BREAKER
 3. TOP OF GRADE
 4. 1/2" DIA. x 4" LONG EXPANSION ANCHOR 'HILT' KB TZ AT EACH CORNER OF EACH SECTION. MIN. 3 1/2" EMBEDMENT
 5. STAINLESS STEEL ENCLOSURE OMITTED FOR CLARITY
 6. FEEDER BREAKER (TYP.) (SEE SINGLE LINE FOR SIZES AND QUANTITIES)
 7. FULL LENGTH CU. GND. BUS
 8. SEE STRUCTURAL DRAWINGS FOR HOUSEKEEPING PAD
 9. MAXIMUM WEIGHT: 2500 LBS.

- DETAIL NOTES:**
1. 3" BACK & SIDES
 2. STAINLESS STEEL ENCLOSURE (NOT SHOWN FOR CLARITY)
 3. MAIN BREAKER
 4. DISTRIBUTION BREAKERS
 5. 6" THICK CONC. PAD WITH STEEL WIRE MESH 4" GRID.; 2500 PSI @ 28 DAY CONCRETE
 6. FINISHED GRADE
 7. LANDING LUGS: +42" A.F.F. MIN. *
 8. C.T.'S & METERING *
 9. 1/2" X 4" LONG BOLT AT EACH CORNER OF EACH SECTION. MINIMUM 3 1/2" EMBEDMENT
 10. 3/4" C.O. TO TELEPHONE TERMINAL BOARD *

SINGLE LINE DIAGRAM LEGEND		
	(DEMOLISH)	
	(EXISTING)	
	(NEW)	
	(E) FLOOR/PAD MOUNTED EQUIPMENT	
	(N) FLOOR/PAD MOUNTED EQUIPMENT	

FEEDER SCHEDULE		
DESIGNATION	AMPACITY	CONDUIT & CONDUCTORS SIZES
F304	100	1 1/4" C., 3 #2 & 1 #8 GND.
F313	600	(2) 3" C., EACH W/3 #350kcm & 1 #1/0 GND (PARALLEL).

SHEET TITLE:
ELECTRICAL SINGLE LINE DIAGRAM

CLIENT:
SAN MATEO COUNTY PARKS
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

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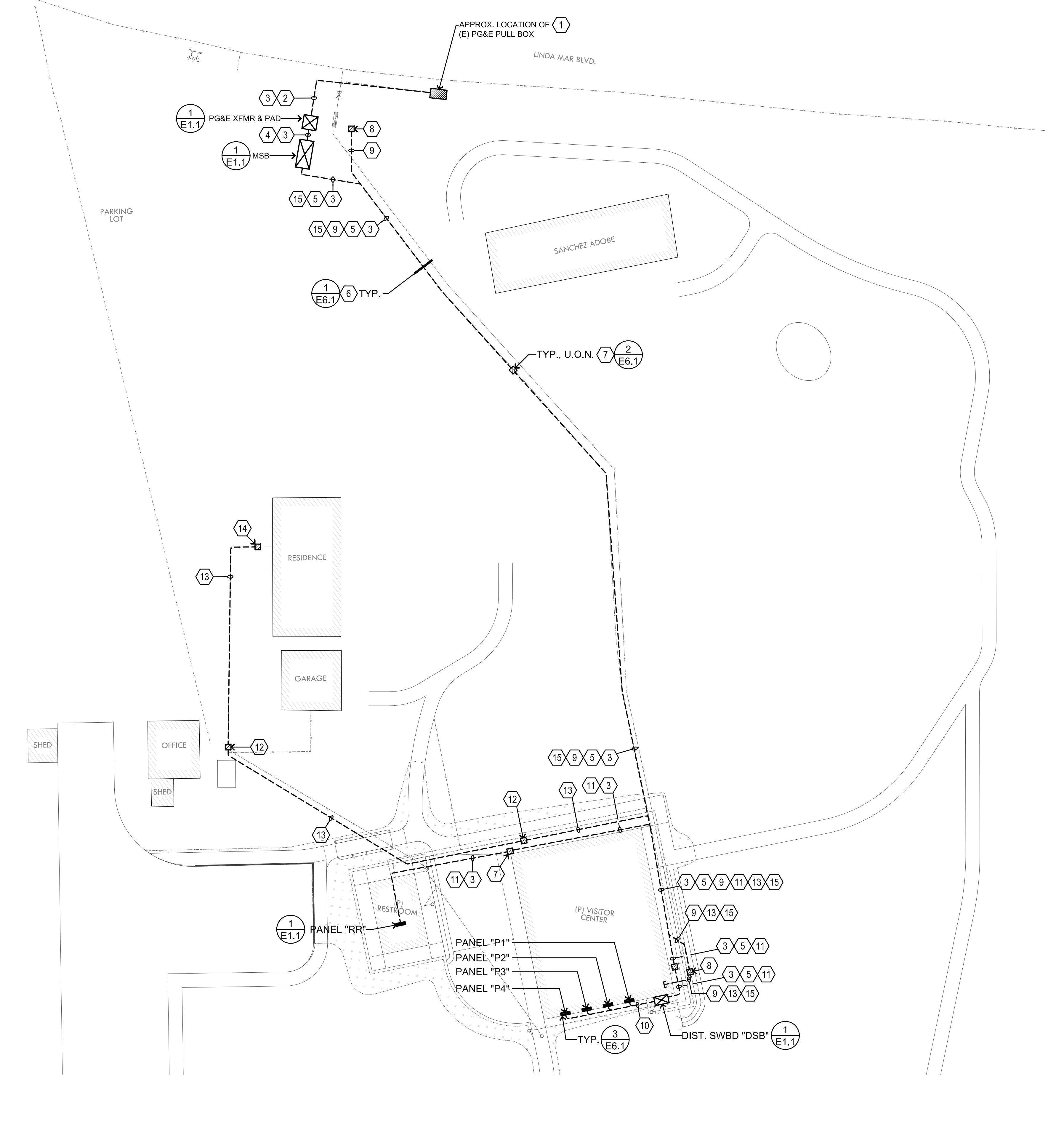
ALUM CONSULTING ENGINEERS
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PROFESSIONAL ENGINEER
No. 51045
Exp. 3/31/19
ALUM CONSULTING ENGINEERS
STATE OF CALIFORNIA

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CHECKED BY: NA
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E1.1
16 OF 21

22" x 34" SHEET. IF SHEET SIZE IS SMALLER, DRAWING HAS BEEN REDUCED. C:\Projects\180301\180301_00_Sanchez Adobe Park\Drawings\180301E1.dwg, 11/07/2017, 3:04 PM

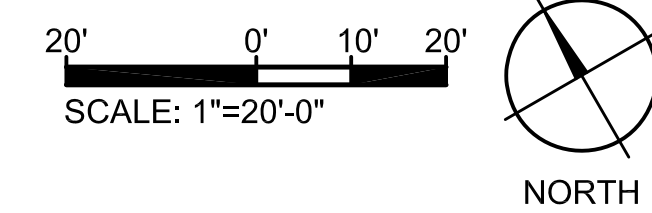


SHEET NOTES

1. COORDINATE WITH PG&E FOR EXACT POINT OF CONNECTION TO EXTEND EXISTING PG&E PRIMARY TO NEW PG&E TRANSFORMER.
2. PROVIDE & INSTALL PG&E PRIMARY CONDUIT.
3. SEE 1/E1.1 FOR SIZES AND REQUIREMENTS.
4. PROVIDE & INSTALL PG&E SECONDARY CONDUITS.
5. PROVIDE & INSTALL FEEDERS FROM "MSB TO DISTRIBUTION SWITCHBOARD "DSB".
6. COORDINATE WITH CIVIL FOR EXACT TRENCH ROUTING AND REQUIREMENTS. AREA OF TRENCH HAS ARCHEOLOGICAL OVERSIGHT REQUIREMENTS.
7. PROVIDE & INSTALL CHRISTY #N36 PULLBOX, LID LABELED "ELECTRICAL".
8. PROVIDE & INSTALL CHRISTY #N30 PULLBOX, LID LABELED "FIRE ALARM".
9. PROVIDE & INSTALL 1" C.O. FROM PIV/DCV FIRE WATER POINT OF CONNECTION TO NEW VISITOR CENTER. STUB INTO CEILING OF VISITOR CENTER.
10. FEEDER FROM DISTRIBUTION SWITCHBOARD "DSB" TO EACH MODULAR BUILDING PANEL. VERIFY EXACT LOCATION OF BUILDING PANEL.
11. FEEDER FROM DISTRIBUTION SWITCHBOARD "DSB" TO PANEL "RR". VERIFY EXACT LOCATION OF BUILDING PANEL.
12. PROVIDE & INSTALL CHRISTY #N30 PULLBOX, LID LABELED "SYSTEMS".
13. PROVIDE & INSTALL (1) 2 1/2" C.O. FROM MPOE OF TELECOM TO VISITOR CENTER. STUB INTO ACCESSIBLE CEILING SPACE.
14. APPROXIMATE LOCATION OF EXISTING TELEPHONE SERVICE MPOE. FIELD VERIFY EXACT LOCATION WITH COUNTY REPRESENTATIVE.
15. PROVIDE AND INSTALL 1" C. TO VISITOR CENTER IDF LOCATION. FIELD VERIFY EXACT LOCATION OF IDF.

GENERAL NOTES:

- A. CONTRACTOR SHALL LOCATE ALL (E) UNDERGROUND UTILITIES PRIOR TO TRENCHING AND TAKE CAUTION TO AVOID DAMAGE DURING TRENCHING. HAND TRENCH IF NECESSARY. CONTRACTOR SHALL MAKE ALL REPAIRS TO DAMAGED UTILITIES AT NO CHARGE TO OWNER.
- B. ALL WIRING FOR SITE LIGHTING SHALL BE #10 AWG MINIMUM, U.O.N.
- C. ALL UTILITIES (PG&E, AT&T AND CATV) ARE SHOWN IN SCHEMATIC FORM ONLY. CONTRACTOR SHALL OBTAIN & VERIFY EXACT REQUIREMENTS WITH UTILITY COMPANY ENGINEERED DRAWINGS PRIOR TO START OF CONSTRUCTION AND PROVIDE FACILITIES ACCORDINGLY.

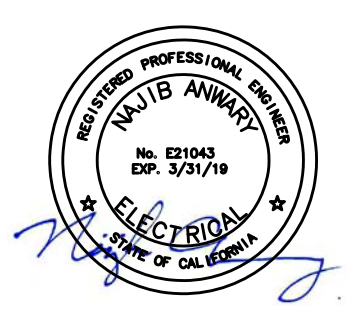


SHEET TITLE:
ELECTRICAL SITE PLAN

CLIENT:
SAN MATEO COUNTY PARKS
ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

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PACIFICA, CA 94044
APN: 023-240-250

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E2.1
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SECTION 26 05 00

GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

- 1.01 Description of Work:
 - A. Furnish and install all required in-place equipment, conduits, conductors, cables and any miscellaneous materials for the satisfactory interconnection and operation of all associated electrical systems.
- 1.02 Submittals:
 - A. As specified in Division 1. Submit to the Architect shop drawings, manufacturer's data and certificates for equipment, materials and finish, and pertinent details for each system specified. Information to be submitted includes manufacturer's descriptive literature of cataloged products, equipment, drawings, diagrams, performance and characteristic curves as applicable, test data and catalog cuts. Obtain written approval before procurement, fabrication, or delivery of the items to the job site.
 - B. Proposed substitutions of products will not be reviewed or approved prior to awarding of the Contract.
 - C. Substitutions shall be proven to the Architect or Engineer to be equal or superior to the specified product. Architect's decision is final. The Contractor shall pay all costs incurred by the Architect and Engineer in reviewing and processing any proposed substitutions whether or not a proposed substitution is accepted.
 - D. If a proposed substitution is rejected, the contractor shall furnish the specified product at no increase in contract price.
 - E. If a proposed substitution is accepted, the contractor shall be completely responsible for all dimensional changes, electrical changes, or changes to other work which are a result of the substitution. The accepted substitution shall be made at no additional cost to the owner or design consultants.
- 1.03 Quality Assurance:
 - A. Codes: All electrical equipment and materials, including installation and testing, shall conform to the latest editions of the following applicable codes:
 1. California Electrical Code (CEC).
 2. Occupational Safety and Health Act (OSHA) standards.
 3. All applicable local codes, rules and regulations.
 4. Electrical Contractor shall possess a C-10 license and all other licenses as may be required. Licenses shall be in effect at start of this contract and be maintained throughout the duration of this contract.
 - B. Variances: In instances where two or more codes are at variance, the most restrictive requirement shall apply.
 - C. Standards: Equipment shall conform to applicable standards of American National Standards Institute (ANSI), Electronics Industries Association (EIA), Institute of Electrical and Electronics Engineers (IEEE), and National Electrical Manufacturers Association (NEMA).
 - D. Underwriter Laboratories (UL) listing is required for all equipment and materials where such listing is offered by the Underwriters Laboratories. Provide service entrance labels for all equipment required by the NEC to have such labels.
 - E. The electrical contractor shall guarantee all work and materials installed under this contract for a period of one (1) year from date of acceptance by owner.
 - F. All work and materials covered by this specification shall be subject to inspection at any and all times by representatives of the owner. Work shall not be closed in or covered before inspection and approval by the owner or his representative. Any material found not conforming with these specifications shall, within 3 days after being notified by the owner, be removed from premises; if said material has been installed, entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the contractor.

- 1.04 Contract Documents:
 - A. Drawings: The Electrical Drawings shall govern the general layout of the completed construction.
 1. Locations of equipment, panels, pullboxes, conduits, stub-ups, ground connections are approximate unless dimensioned; verify locations with the Architect prior to installation.
 2. The general arrangement and location of existing conduits, piping, apparatus, etc., is approximate. The drawings and specifications are for the assistance and guidance of the contractor, exact locations, distances and elevations are governed by actual field conditions. Accuracy of data given herein and on the drawings is not guaranteed. Minor changes may be necessary to accommodate work. The contractor is responsible for verifying existing conditions. Should it be necessary to deviate from the design due to interference with existing conditions or work in progress, claims for additional compensation shall be limited to those for work required by unforeseen conditions as determined by the Architect.
 3. All drawings and divisions of these specifications shall be considered as whole. The contractor shall report any apparent discrepancies to the Architect prior to submitting bids.
 4. The contractor shall be held responsible to have examined the site and compared it with the specifications and plans and to have satisfied himself as to the conditions under which the work is to be performed. He shall be held responsible for knowledge of all existing conditions whether or not accurately described. No subsequent allowance shall be made for any extra expense due to failure to make such examination.
- 1.05 Closeout Submittals:
 - A. Manuals: Furnish manuals for equipment where manuals are specified in the equipment specifications or are specified in Division 1.
- 1.06 Coordination:
 - A. Coordinate the electrical work with the other trades, code authorities, utilities and the Architect.
 - B. Provide and install all trenching, backfilling, conduit, pull boxes, splice boxes, etc. for all Utility Company services to the locations indicated on the Drawings. Prior to performing any work, the Electrical Contractor shall coordinate with the various Utility Companies to verify that all such work and materials shown on the Drawings are of sufficient sizes and correctly located to provide services on the site.
 - C. Utility Company charges shall be paid by the Owner.
 - D. Contractor shall pay all inspection and other applicable fees and procure all permits necessary for the completion of this work.
 - E. Where connections must be made to existing installations, properly schedule all the required work, including the power shutdown periods.
 - F. When two trades join together in an area, make certain that no electrical work is omitted.
- 1.07 Job Conditions:
 - A. Operations: Perform all work in compliance with Division 1
 1. Keep the number and duration of power shutdown periods to a minimum.
 2. Show all proposed shutdowns and their expected duration on the construction schedule. Schedule and carry out shutdowns so as to cause the least disruption to operation of the Owner's facilities.
 3. Carry out shutdown only after the schedule has been approved, in writing, by the owner. Submit power interruption schedule 15 days prior to date of interruption.
 - B. Construction Power: Unless otherwise noted in Division 1 of these specifications, contractor shall make all arrangements and provide all necessary facilities for temporary construction power [from the owner's on site source. Energy costs shall be paid for by the Owner.] [to the site. Energy costs shall be paid by the General Contractor.]

- 1.08 Safety and Indemnity:
 - A. The Contractor is solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continually and not be limited to normal working hours. The contractor shall provide and maintain throughout the work site proper safeguards including, but not limited to, enclosures, barriers, warning signs, lights, etc. to prevent accidental injury to people or damage to property.
 - B. The Contractor performing work under this Division of the Specifications shall hold harmless, indemnify, and defend the Owner, the Engineer, their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from bodily injury, sickness, or death of a person or persons and for all damages arising out of injury to or destruction of property arising directly or indirectly out of or in connection with the performance of the work under this Division of the Specifications, and from the Contractor's negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their Consultants or their officers, agents and employees.
 - C. If a work area is encountered that contains hazardous materials, the contractor is advised to coordinate with the owner and it's abatement consultant for abatement of hazardous material by the Owner's Representative. "Hazardous materials" means any toxic substance regulated or controlled by OSHA, EPA, State of California or local rules, regulations and laws. Nothing herein shall be construed to create a liability for Aurum Consulting Engineers regarding hazardous materials abatement measures, or discovery of hazardous materials.
- 1.09 Access Doors:
 - A. The contractor shall install access panels as required where floors, walls or ceilings must be penetrated for access to electrical, control, fire alarm or other specified electrical devices. The minimum size panel shall be 14" x 14" in usable opening. Where access by a service person is required, minimum usable opening shall be 18" x 24".
- 1.10 Arc Flash:
 - A. The contractor shall install a clearly visible arc flash warning to the inside door of all panelboards and industrial control panels, as well as to the front of all switchboards and motor control centers that are a part of this project.
 - B. The warning shall have the following wording: line 1 "WARNING" (in large letters), line 2 "Potential Arc Flash Hazard" (in medium letters), line 3 & 4 "Appropriate Personal Protective Equipment and Tools required when working on this equipment".
- 1.11 All boxes and enclosures for emergency circuits shall be permanently marked with a readily visible red spray painted mark.

PART 2 - PRODUCTS

- 2.01 Nameplates:
 - A. Identify each piece of equipment and related controls with a rigid laminated engraved plastic nameplate. Unless otherwise noted, nameplates shall be melamine plastic 0.125 inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be 0.5 by 2.5 inches unless otherwise noted. Where not otherwise specified, lettering shall be a minimum of 0.25 inch high normal block style. Engrave nameplates with the inscriptions indicated on the Drawings and, if not so indicated, with the equipment name. Securely fasten nameplates in place using two stainless steel or brass screws.
- 2.02 Finish requirements:
 - A. Equipment: Refer to each electrical equipment section of these Specifications for painting requirements of equipment enclosures. Repair any final paint finish which has been damaged or is otherwise unsatisfactory, to the satisfaction of the Architect.
 - B. Wiring System: In finished areas, paint all exposed conduits, boxes and fittings to match the color of the surface to which they are affixed.

PART 3 - EXECUTION

- 3.01 Workmanship:
 - A. All electrical equipment and materials shall be installed in a neat and workmanship manner in accordance with the "NECA-1 Standard Practices For Good Workmanship in Electrical Contracting". Workmanship of the entire job shall be first class in every respect.
- 3.02 Equipment Installations:
 - A. Provide the required inserts, bolts and anchors, and securely attach all equipment and materials to their supports.
 - B. Do all the cutting and patching necessary for the proper installation work and repair any damage done.
 - C. Earthquake restraints: all electrical equipment, including conduits over 2 inches in diameter, shall be braced or anchored to resist a horizontal force acting in any direction as per Title 24, part 2, table 16a-o, part 3.
 - D. Structural work: All core drilling, bolt anchor insertion, or cutting of existing structural concrete shall be approved by a California registered structural consulting engineer prior to the execution of any construction. At all floor slabs and structural concrete walls to be drilled, cut or bolt anchors inserted, the contractor shall find and mark all reinforcing in both faces located by means of x-ray, pach-ometer, or prof-ometer. Submit sketch showing location of rebar and proposed cuts, cores, or bolt anchor locations for approval.
- 3.03 Field Test:
 - A. Perform equipment field tests and adjustments. Properly calibrate, adjust and operationally check all circuits and components, and demonstrate as ready for service.
 - B. Operational Tests: Operationally test all circuits to demonstrate that the circuits and equipment have been properly installed and adjusted and are ready for full-time service. Demonstrate the proper functioning of circuits in all modes of operation, including alarm conditions.
- 3.04 Records:
 - A. Maintain one copy of the contract Drawing Sheets on the site of the work for recording the "as built" condition. After completion of the work, the Contractor shall carefully mark the work as actually constructed, revising, deleting and adding to the Drawing Sheets as required. As built Drawings shall be delivered to the Architect within ten (10) days of completion of construction.
- 3.05 Clean Up:
 - A. Upon completion of electrical work, remove all surplus materials, rubbish, and debris that accumulated during the construction work. Leave the entire area neat, clean, and acceptable to the Architect.
- 3.06 Mechanical and Plumbing Electrical Work:
 - A. The requirements for electrical power and/or devices for all mechanical and plumbing equipment supplied and/or installed under this Contract shall be coordinated and verified with the following:
 1. Mechanical and Plumbing Drawings.
 2. Mechanical and Plumbing sections of these Specifications.
 3. Manufacturers of the Mechanical and Plumbing equipment supplied.
 - B. The coordination and verification shall include the voltage, ampacity, phase, location and type of disconnect, control, and connection required. Any changes that are required as a result of this coordination and verification shall be a part of this Contract.
 - C. The Electrical Contractor shall furnish and install the following for all mechanical and plumbing equipment:
 1. Line voltage conduit and wiring.
 2. Disconnect switches.
 3. Manual line motor starters.
 - D. Automatic line voltage controls and magnetic starters shall be furnished by the Mechanical and/or Plumbing Contractor and installed and connected by the Electrical Contractor. When subcontracted for by the Mechanical and/or Plumbing Contractor, all line voltage control wiring installed by the Electrical Contractor shall be done per directions from the Mechanical and/or Plumbing Contractor.
 - E. All low voltage control wiring for Mechanical and Plumbing equipment shall be installed in conduit. Furnishing, installation and connection of all low voltage conduit, boxes, wiring and controls shall be by the Mechanical and/or Plumbing Contractor.
 - F. Manual motor starters, where required, shall have toggle type operators with pilot light and melting alloy type overload relays, SQUARE D COMPANY, Class 2510, Type FG-1P (surface) or Type FS-1P (flush) or ITE, WESTINGHOUSE or GENERAL ELECTRIC equal.

SECTION 26 05 26

GROUNDING

PART 1 - EXECUTION

- 1.1 Grounding and Bonding:
 - A. Grounding and bonding shall be as required by codes and local authorities.
 - B. All electrical equipment shall be grounded, including, but not limited to, panel boards, terminal cabinets and outlet boxes.
 - C. The ground poles of receptacles shall be connected to their outlet boxes by means of a copper ground wire connecting to a screw in the back of the box.
 - D. A green insulated copper ground wire, sized to comply with codes, shall be installed in all conduit runs.
 - E. All metal parts of pull boxes shall be grounded per code requirements.
 - F. All ground conductors shall be green insulated copper.

SECTION 26 05 42

CONDUITS, RACEWAYS AND FITTINGS

PART 1 - EXECUTION

- 1.01 Conduit, Raceway and Fitting Installation:
 - A. For conduit runs exposed to weather provide rigid metal (GRS).
 - B. For conduit run underground, in concrete or masonry block wall and under concrete slabs, install minimum 3/4" size nonmetallic (PVC) with PVC elbows. Where conduits transition from underground or under slab to above grade install wrapped rigid metal (GRS) elbows and risers.
 - C. For conduit runs concealed in steel or wood framed walls or in ceiling spaces or exposed in interior spaces above six feet over the finished floor, install EMT.
 - D. Flexible metal conduit shall be used only for the connection of recessed lighting fixtures and motor connections unless otherwise noted on the Drawings. Liquid-tight steel flexible conduit shall be used for motor connections.
 - E. The minimum size raceway shall be 1/2-inch unless indicted otherwise on the Drawings.
 - F. Installation shall comply with the CEC.
 - G. From pull point to pull point, the sum of the angles of all of the bends and offset shall not exceed 360 degrees.
 - H. Conduit Supports: Properly support all conduits as required by the NEC. Run all conduits concealed except where otherwise shown on the drawings.
 1. Exposed Conduits: Support exposed conduits within three feet of any equipment or device and at intervals not exceeding NEC requirements; wherever possible, group conduits together and support on common supports. Support exposed conduits fastened to the surface of the concrete structure by one-hole clamps, or with channels. Use conduit spacers with one-hole clamps.
 - a. Conduits attached to walls or columns shall be as unobtrusive as possible and shall avoid windows. Run all exposed conduits parallel or at right angles to building lines.
 - b. Group exposed conduits together. Arrange such conduits uniformly and neatly.
 2. Support all conduits within three feet of any junction box, coupling, bend or fixture.
 3. Support conduit risers in shafts with Unistrut Superstrut, or approved equal, channels and straps.
 - I. Moisture Seals: Provide in accordance with NEC paragraphs 230-8 and 300-5(g).
 - J. Where PVC conduit transitions from underground to above grade, provide rigid steel 90's with risers. Rigid steel shall be half-lap wrapped with 20 mil tape and extend minimum 12" above grade.
 - K. Provide a nylon pull cord in each empty raceway.
 - L. Provide galvanized rigid steel factory fittings for galvanized rigid steel conduit.
 - M. Slope all underground raceways to provide drainage; for example, slope conduit from equipment located inside a building to the pull box or manhole located outside the building.
 - N. Conduits shall be blown out and swabbed prior to pulling wires.

SHEET TITLE:

ELECTRICAL SPECIFICATIONS

SAN MATEO COUNTY PARKS

ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

CLIENT:

SANCHEZ ADOBE PARK
UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER

100 LINDA MARK BLVD.
PACIFIC, CA 94044
APN: 023-240-250

PROJECT TITLE:



DRAWN BY: CADD
 CHECKED BY: NA
 DATE: JANUARY 2019
 JOB NO.: 21824
 SCALE: AS SHOWN
 SHEET:

E7.1

22" x 34" SHEET. IF SHEET SIZE IS SMALLER, DRAWING HAS BEEN REDUCED. C:\Projects\181831\181831_00_SanMateo Adobe Park (Original)\E7-2.dwg, 1/18/2017, 9:04 AM

SECTION 26 05 19

LINE VOLTAGE WIRE AND CABLE

PART 1 - PRODUCTS

- 1.01 Conductors:
 - A. Conductors shall be copper, type THHN/THWN/MTW oil and gasoline resistant, 600 volt rated insulation.
 - B. Conductors shall be stranded copper.
 - C. Minimum power and control wire size shall be No. 12 AWG unless otherwise noted.
 - D. All conductors used on this Project shall be of the same type and conductor material.
- 1.02 Terminations:
 - A. Manufacturer - Terminals as manufactured by T&B, Burndy or equal.
 - B. Wire Terminations - Stranded conductors shall be terminated in clamping type terminations which serve to contain all the strands of the conductor. Curling of a stranded conductor around a screw type terminal is not allowed. For screw type terminations, use a fork type stake-on termination on the stranded conductor. Use only a stake-on tool approved for the fork terminals selected.
 - C. End Seals - Heat shrink plastic caps of proper size for the wire on which used.
- 1.03 Tape:
 - A. Tape used for terminations and cable marking shall be compatible with the insulation and jacket of the cable and shall be of plastic material.

PART 2 - EXECUTION

- 2.01 Cable Installation:
 - A. Clean Raceways - Clean all raceways prior to installation of cables as specified in Section 16110 [26 05 42] - Conduits Raceway and Fittings.
 - B. All wiring including low voltage wiring shall be installed in conduit, U.O.N.
 - C. All feeder conductors shall be continuous from equipment to equipment. Splices in feeders are not permitted unless specifically noted or approved by the Electrical Engineer.
 - D. All branch circuit wiring shall be run concealed in ceiling spaces, walls, below floors or in crawl spaces unless noted otherwise.
- 2.02 Cable Terminations and Splices:
 - A. Splices - UL Listed wirenuts.
 - B. Terminations - Shall comply with the following:
 - 1. Make up and form cable and orient terminals to minimize cable strain and stress on device being terminated on.
 - 2. Burnish oxide from conductor prior to inserting in oxide breaking compound filled terminal.
- 2.03 Circuit and Conductor Identification:
 - A. Color Coding - Provide color coding for all circuit conductors. Insulation color shall be white for neutrals and green for grounding conductors. Conductor colors shall be as follows:

VOLTAGE	208/120V
Phase A	Black
Phase B	Red
Phase C	Blue
Neutral	White
Ground	Green
 - B. Color coding shall be in the conductor insulation for all conductors #10 AWG and smaller; for larger conductors, color shall be either in the insulation or in colored plastic tape applied at every location where the conductor is readily accessible.
 - C. Circuit Identification - All underground distribution and service circuits shall be provided with plastic identification tags in each secondary box and at each termination. Tags shall identify the source transformer of the circuit and the building number(s) serviced by the circuit.
- 2.04 Field Tests:
 - A. All systems shall test free from short circuits and grounds, shall be free from mechanical and electrical defects, and shall show an insulation resistance between phase conductors and ground of not less than the requirements of the CEC. All circuits shall be tested for proper neutral connections.

SECTION 26 05 33

OUTLET, JUNCTION AND PULL BOXES

PART 1 - PRODUCTS

- 1.01 Outlet boxes, Junction and Pull boxes
 - A. Standard Outlet Boxes: Galvanized, steel, knock-out type of size and configuration best suited to the application indicated on the Drawings. Minimum box size shall be 4 inches square (octagon for most light fixtures) by 1-1/2 inches deep with mud rings as required. Boxes used with conduit 1" or larger shall be minimum 2" deep.
 - B. Switch boxes: Minimum box size shall be 4 inches square by 1-1/2 inches deep with mud rings as required. Install multiple switches in standard gang boxes with raised device covers suitable for the application indicated.
 - C. Conduit bodies: Cadmium plated, cast iron alloy. Conduit bodies with threaded conduit hubs and neoprene gasketed, cast iron covers. Bodies shall be used to facilitate pulling of conductors or to make changes in conduit direction only. Splices are not permitted in conduit bodies. Crouse-Hinds Form 8 Condulets, Appleton Form 35 Unilets or equal.
 - D. Sheet Metal Boxes: Use standard outlet or concrete ring boxes wherever possible; otherwise use a minimum 16 gauge galvanized sheet metal, NEMA 1 box sized to Code requirements with covers secured by cadmium plated machine screws located six inches on centers. Circle AW Products, Hoffman Engineering Company or equal.
 - E. Flush Mounted Pull boxes and Junction boxes: Provide overlapping covers with flush head cover retaining screws, prime coated.

PART 2 - EXECUTION

- 2.01 Outlet Boxes
 - A. General:
 - 1. All outlet boxes shall finish flush with building walls, ceilings and floors except in mechanical and electrical rooms above accessible ceiling or where exposed work is called for on the Drawings.
 - 2. Install raised device covers (plaster rings) on all switch and receptacle outlet boxes installed in masonry or stud walls or in furred, suspended or exposed concrete ceilings. Covers shall be of a depth to suit the wall or ceiling finish.
 - 3. Leave no unused openings in any box. Install close-up plugs as required to seal openings.
 - B. Box Layout:
 - 1. Outlet boxes shall be installed at the locations and elevations shown on the drawings or specified herein. Make adjustments to locations as required by structural conditions and to suit coordination requirements of other trades.
 - 2. Locate switch outlet boxes on the latch side of doorways.
 - 3. Outlet boxes shall not be installed back to back nor shall through-wall boxes be permitted. Outlet boxes on opposite sides of a common wall shall be separated horizontally by at least one stud or vertical structural member.
 - 4. For outlets mounted above counters, benches or backsplashes, coordinate location and mounting heights with built-in units. Adjust mounting height to agree with required location for equipment served.
 - 5. On fire rated walls, the total face area of the outlet boxes shall not exceed 100 square inches per 100 square feet of wall area.
 - C. Supports:
 - 1. Outlet Boxes installed in metal stud walls shall be equipped with brackets designed for attaching directly to the studs or shall be mounted on specified box supports.
 - 2. Fixture outlet boxes installed in suspended ceiling of gypsum board or lath and plaster construction shall be mounted to 16 gauge metal channel bars attached to main ceiling runners.
 - 3. Fixture outlet boxes installed in suspended ceilings supporting acoustical tiles or panels shall be supported directly from the structure above where pendant mounted lighting fixture are to be installed on the box.
 - 4. Fixture Boxes above tile ceilings having exposed suspension systems shall be supported directly from the structure above.
 - 5. Outlet and / or junction boxes shall not be supported by grid or fixture hanger wires at any locations.

2.02 Junction And Pull Boxes

- A. General:
 - 1. Install junction or pull boxes where required to limit bends in conduit runs to not more than 360 degrees or where pulling tension achieved would exceed the maximum allowable for the cable to be installed. Note that these boxes are not shown on the Drawings.
 - 2. Locate pull boxes and junction boxes in concealed locations above accessible ceilings or exposed in electrical rooms, utility rooms or storage areas.
 - 3. Install raised covers (plaster rings) on boxes in stud walls or in furred, suspended or exposed concrete ceilings. Covers shall be of a depth to suit the wall or ceiling finish.
 - 4. Leave no unused openings in any box. Install close-up plugs as required to seal openings.
 - 5. Identify circuit numbers and panel on cover of junction box with black marker pen.
- B. Box Layouts:
 - 1. Boxes above hung ceilings having concealed suspension systems shall be located adjacent to openings for removable recessed lighting fixtures.
- C. Supports:
 - 1. Boxes installed in metal stud walls shall be equipped with brackets designed for attaching directly to the studs or shall be mounted on specified box supports.
 - 2. Boxes installed in suspended ceilings of gypsum board or lath and plaster construction shall be mounted to 16 gauge metal channel bars attached to main ceiling runners.
 - 3. Boxes installed in suspended ceilings supporting acoustical tiles or panels shall be supported directly from the structure above.
 - 4. Boxes mounted above suspended acoustical tile ceilings having exposed suspension systems shall be supported directly from the structure above.

SECTION 26 27 26

DEVICES WIRING

PART 1 - PRODUCTS

- 1.01 Receptacles:
 - A. General - Receptacles shall be heavy duty, high abuse, grounding type.
 - B. Duplex Receptacles:
 - 1. Receptacles shall be specification grade, rated 20 ampere, two-pole, 3-wire, 120 volt, NEMA 5-20 configuration, self-grounding with screw terminals. Color shall be as selected by the Architect.
 - 2. Devices shall have a nylon face, back and side wired.
 - 3. Manufacturer: Hubbell #DR20 Series, Leviton #5825 Series.
 - C. GFCI Receptacles:
 - 1. Device shall be rated 20 ampere, 2-pole, 3-wire, 120 volt, conforming to NEMA 5-20 configuration. Face shall be nylon composition. Unit shall have an LED type red indicator light, test and reset push buttons. Color shall be as selected by the Architect.
 - 2. GFCI component shall meet UL 943 Class A standards with a tripping time of 1/40 second at 5 milliamperes current unbalance. Operating range shall extend from -31°F to 158°F. Unit shall have transient voltage protection and shall be ceramic encapsulated for protection against moisture.
 - 3. Manufacturer: Hubbell #GF20_LA Series, Leviton #7899 Series.
 - D. Automatically Controlled Receptacles [Tamper Resistant]
 - 1. Receptacles shall be specification grade, rated 20 amperes, two pole, 3-wire, 125V, NEMA 5-20 configuration, self-grounding with screw terminals. Color shall be selected by the Architect.
 - 2. Devices shall have a nylon face, back and side wired. Marking permanently printed, molded, or stamped on the face of the receptacle and in compliance with controlled receptacle marking requirements stated in California Building Energy Efficiency Standards Section 130.5(d)(3).
 - 3. Manufacturer: Pass & Seymour 26352_D, 26352_H (Half Switched Receptacles) [TR26352_D, TR26352_H (Half Switched Receptacles); Hubble XXX_X, XXXXX_X (Half Switched Receptacles) [TRXXX_X, TRXXX_X (Half Switched Receptacles); Leviton XXX_X, XXX_X (Half Switched Receptacles) [TRXXX_X, TRXXX_X (Half Switched Receptacles).
- E. Surge Suppression Receptacles:
 - 1. Device shall be rated 20 ampere, 2-pole, 3-wire, 120 volt. Face shall be nylon composition. Unit shall have an LED type "Power-on" indication light and damage-alert audible alarm. Color shall be as selected by the Architect.
 - 2. Surge suppression protection shall be listed to UL standard 1449 and shall instantly absorb a transient surge of 6,000 volts minimum. A minimum of four (4) Metal Oxide Varistors shall be utilized to absorb transients.
 - 3. Manufacturer: Hubbell #HBL8362S Series, Leviton #8380 Series.

1.02 Switches:

- A. Switches shall be rated 20 amperes to 120/277 volts ac. Units shall be flush mounted, self-grounding, quiet operating toggle devices. Handle color shall be as selected by the Architect.
 - 1. Manufacturer: Hubbell #HBL1221 Series, Leviton #1221 Series
 - B. Timed switches: Shall be as designed by Paragon Electric Company # ET2000f or Watt Stopper TS-200 model for the voltage specified on drawings. Time out shall be adjustable from 5 minutes up to 12 hours. Unit shall be provided with warning alarm.
- 1.03 Plates:
 - A. General - Plates shall be of the style and color to match the wiring devices, and of the required number of gangs. Plates shall conform with NEMA WD 1, UL 514 and FS W-P-455A. Plates on finished walls shall be non-metallic or stainless steel. Plates on unfinished walls and on fittings shall be of zinc plated steel or case metal and shall have rounded corners and beveled edges.
 - B. Non-Metallic: Plates shall be plain with beveled edges and shall be nylon or reinforced fiberglass.
 - C. Stainless Steel: Plates shall be .040 inches thick with beveled edges and shall be manufactured from No. 430 alloy having a brushed or satin finish.
 - D. Cast Metal: Plates shall be cast or malleable iron covers with gaskets so as to be moisture resistant or weatherproof.
 - E. Blank Plates: Cover plates for future telephone outlets shall match adjacent device wall plates in appearance and construction.

PART 2 - EXECUTION

- 2.01 Installation of Wiring Devices:
 - A. Interior Locations: In finished walls, install each device in a flush mounted box with washers as required to bring the device mounting strap level with the surface of the finished wall. On unfinished walls, surface mount boxes level and plumb.
 - B. Mounting Heights: Adjust boxes so that the front edge of the box shall not be farther back from the finished wall plane than 1/4-inch. Adjust boxes so that they do not project beyond the finished wall. Height of device shall be as follows:
 - 1. Receptacles 15 Inches from finished floor to bottom of box unless otherwise noted on the drawings
 - 2. Toggle Switches 48 Inches from finished floor to top of box
 - C. Receptacles:
 - 1. Ground each receptacle using a grounding conductor, not a yoke or screw contact.
 - 2. Install receptacles with connections spliced to the branch circuit wiring in such a way that removal of the receptacle will not disrupt neutral continuity and branch circuit power will not be lost to other receptacles in the same circuit.
- 2.02 Installation of Wall Plates:
 - A. General - Plates shall match the style of the device and shall be plumb within 1/16-inch of the vertical or horizontal.
 - B. Interior Locations, Finished Walls: Install non-metallic plates so that all four edges are in continuous contact with the finished wall surfaces. Plaster filling will not be permitted. Do not use oversized plates or sectional plates.
 - C. Interior Locations, Unfinished Walls: Install stainless steel or cast metal cover plates.
 - D. Exterior Locations: Install cast metal plates with gaskets on wiring devices in such a manner as to provide a rain tight weatherproof installation. Cover type shall match box type. Cover shall be [Lockable] outdoor "in-use" type.
 - E. Future Locations: Install blank cover plates on all unused outlets.
 - F. Labeling: All switch and receptacle plates shall be labeled on the top portion of the plate with the panelboard and circuit number serving that device. Lettering shall be 1/16" minimum high, black color, on clear Mylar tape.

2.03 Tests:

- A. Receptacles:
 - 1. After installation of receptacles, energize circuits and test each receptacle to detect lack of ground continuity, reversed polarity, and open neutral condition.

SHEET TITLE:

ELECTRICAL SPECIFICATIONS

SAN MATEO COUNTY PARKS

ATTN: SAM HERZBERG
4555 COUNTY CENTER, 4TH FLOOR
REDWOOD CITY, CA 94063

CLIENT:

SANCHEZ ADOBE PARK

UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER
1000 LINDA MARK BLVD.
PACIFIC, CA 94044
APN: 023-240-250

PROJECT TITLE:



DRAWN BY: CADD
 CHECKED BY: NA
 DATE: JANUARY 2019
 JOB NO.: 21824
 SCALE: AS SHOWN
 SHEET:

E7.2

22" x 34" SHEET - IF SHEET SIZE IS SMALLER, DRAWING HAS BEEN REDUCED. C:\Projects\18303\18303_00_SanMateoAdobePark.dwg(1/18/2019 10:34:06 AM) 1/18/2019 10:34:06 AM

SECTION 26 24 13

SWITCHBOARDS, 600 VOLTS AND BELOW

PART 1 - GENERAL

- 1.01 Submittals:
 - A. Shop Drawings - For each switchboard furnished under this Contract, submit manufacturer's information on the switchboard.
 - B. Before construction of the main (service) switchboard, the contractor shall deliver two or more copies of the switchboard submittal to P.G.&E. for their approval. The contractor shall deliver one P.G.&E. approved copy of the submittal to the Electrical Engineer for record.
 - C. Submit operation and maintenance data for switchboards, and circuit breakers including nameplate data, parts lists, manufacturer's circuit breaker time current coordination curves, factory and field test reports, recommended maintenance procedures and typewritten as-built panel and switchboard schedules. Submit in accordance with Division 1.

1.02 Warranty

- A. Manufacturer shall warrant equipment to be free from defects in materials and workmanship for the lesser of one (1) year from date of installation or eighteen (18) months from date of purchase

PART 2 - PRODUCTS

- 2.01 Switchboards:
 - A. General: Switchboards shall be designed, built and tested in accordance with applicable portions of the latest NEMA, EUSERC, and Underwriter Laboratories standards and the latest requirements of the California Electrical Code. All sections and devices shall be UL listed and labeled.
 - 1. Switchboards shall be dead front, completely self-supporting structure of the required number of vertical sections bolted together to form one metal, totally enclosed, switchboard. Sides, top, and rear covers shall be code gauge steel, bolted to the switchboard structure.
 - 2. The switchboard shall be furnished with phase and neutral busses of the amps, volts and phase shown on the Drawings. The bus shall extend the full length of the switchboard. Tapered bus is not acceptable. The switchboard sections, when called for on the plans, shall be as follows:
 - a. Metering Section and landing lugs; Fully Pacific Gas & Electric Company compatible.
 - b. All sections shall include full capacity busing between sections.
 - c. All sections shall be front aligned and shall have front-connected devices.
 - 3. All buses shall be silver plated copper, supported with high impact, non-tracking insulating material, braced to withstand the mechanical forces exerted during short circuit conditions. The current density of the bus shall not exceed 1000 amperes per square inch of cross section area or the switchboard bussing shall be of sufficient cross-sectional area to meet UL standard 891 for temperature rise. Provisions shall be provided for future splicing of additional sections from either end. The neutral bus shall be 100% rated.
 - 4. A ground bus shall be furnished secured to each vertical section structure, and shall extend the length of the main and distribution sections of the switchboard. The ground bus shall be sized per UL standard 891 and be of the same material as the through bus.
 - 5. Vertical main bus bars shall be furnished full height to accommodate future branch devices.
 - 6. The switchboard shall be furnished and installed complete with all underground pull sections, utility sections, main device and feeder sections as indicated on the Drawings. Underground pull sections, utility cable termination, transformer and metering sections shall be in accordance with Pacific Gas and Electric Company requirements.
 - 7. The main device, where indicated to be individually mounted, shall be completely isolated from the utility and the feeder sections of the switchboard, both in the device section and the cable section of the switchboard cubicle. The cable section shall also be isolated from the main horizontal bus. The main device cubicle shall have UL service equipment label.
 - 8. Feeder devices shall be group-mounted and be front accessible, furnished with vertical wiring gutter on the front of the distribution sections. Wiring gutters shall be furnished with hinged, code gauge steel formed covers. Unused device space shall be covered with blank code gauge steel covers.
 - 9. All vertical sections comprising the switchboard shall be aligned front and rear.

- 10. Switchboards for outdoor installation shall be furnished in NEMA 3R non-walk-in enclosures provided with thermostatically controlled space heaters in each vertical section. Space heaters shall be powered from a circuit breaker protected circuit originating within the switchboard and shall be sized adequately to prevent the formation of condensation. Space heater shall be suitable for operation at 120V AC.
 - B. Circuit Breakers
 - 1. Circuit breakers, unless otherwise indicated, shall be the molded case type with ratings as indicated on the Drawings.
 - 2. Main circuit breakers, where indicated to be Molded case type, shall be 80 [100] percent rated, with the frame size and trip plug ratings shown.
 - 3. Manufacturer
 - a. The switchboard shall be Square D, Siemens or I.E.M., no other switchboard manufacturers are acceptable.

PART 3 - EXECUTION

- 3.01 Installation:
 - A. Switchboards shall be installed where indicated on the Drawings, and in accordance with the manufacturer's instructions.
- 3.02 Mounting:
 - A. Switchboards shall be mounted on a concrete pad, as indicated on the drawings. Reinforcing shall be as shown on the Drawings. The top surface of the pad shall be 2 inches above the surrounding surface.
 - B. The switchboard shall be bolted to the pad with 1/2 inch diameter bolts minimum at each corner of each section unless otherwise noted.
 - C. The switchboard shall be seismically qualified to withstand potential seismic forces up to UBC Seismic Zone 4.
- 3.03 Padlocks:
 - A. Exterior switchboard shall be provided with padlocks keyed as directed by the Owner's Representative. Padlocks shall be supplied by the contractor.

SECTION 26 28 16

CIRCUIT BREAKERS

PART 1 - PRODUCTS

- 1.01 Circuit Breaker: Each circuit breaker shall consist of the following:
 - A. A molded case breaker with an over center toggle-type mechanism, providing quick-make, quick-break action. Each circuit breaker shall have a permanent trip unit containing individual thermal and magnetic trip elements in each pole. Multipole circuit breakers shall have variable magnetic trip elements which are set by a single adjustment to assure uniform tripping characteristics in each pole. Circuit breakers shall be of the bolt-on type unless otherwise noted.
 - B. Breaker shall be calibrated for operation in an ambient temperature of 40°C.
 - C. Each circuit breaker shall have trip indication by handle position and shall be trip-free.
 - D. Three pole breakers shall be common trip.
 - E. The circuit breakers shall be constructed to accommodate the supply connection at either end of the circuit breaker. Circuit breaker shall be suitable for mounting and operation in any position.
 - F. Breakers shall be rated as shown on Drawings.
 - G. Circuit breaker and/or Fuse/circuit breaker combinations for series connected interrupting ratings shall be listed by UL as recognized component combinations for use in the end use equipment in which it is installed. Any series rated combination used shall be marked on the end use equipment per CEC section 110-22.
 - H. Breakers shall be UL listed. Circuit breakers shall have removable lugs.
 - I. Lugs shall be UL listed for copper and aluminum conductors.
 - J. Breakers shall be UL listed for installation of mechanical screw type lugs.
 - K. Circuit breakers serving HACR rated loads shall be HACR type. Circuit breakers serving other motor loads shall be motor rated.
 - L. Breakers indicated as "current limiting " (CL), shall be of the non-fused type; Square D I-Limiter, Westinghouse Limit-R, or ITE Sentron only.

SECTION 26 51 00

LIGHTING

PART 1 - PRODUCTS

- 1.01 Fixtures
 - A. Fixtures shall be of the types, wattage's and voltages shown on the Drawings and be UL classified and labeled for the intended use.
 - B. Substitutions will not be considered unless the photometric distribution curve indicates the proposed fixture is equal to or exceeds the specified luminaire.
 - C. Luminaire wire, and the current carrying capacity thereof shall be in accordance with the CEC.
 - D. Luminaires and lighting equipment shall be delivered to the project site complete, with suspension accessories, aircraft cable, stems, canopies, hickey's, castings, sockets, holders, ballasts, diffusers, frames, and related items, including support and braces.
- 1.02 Ballasts:
 - A. Ballasts shall be of the types shown on the drawings. Ballasts shall be CBM certified and bear the UL label. Magnetic ballasts shall be the high power factor type. Electronic ballasts shall be suitable for lamps specified by Advance, Magnetek/Universal, Motorola or approved equal. Electronic ballast shall be CBM certified and have a 10% maximum total harmonic distortion.
 - B. All ballasts for fixtures installed outdoors shall provide reliable starting of lamps at 0°F at 90% of the nominal line voltage.
 - C. Ballasts producing excessive noise (above 36 dB) or vibration will be rejected and shall be replaced at no expense to the Owner.
- 1.03 Lamps:
 - A. Lamps shall be new at the time of acceptance and shall be General Electric, Osram /Sylvania, Phillips, or approved equal.
 - B. Unless otherwise noted on the drawings, lamps shall be third generation T8, 3500°K, and 85 CRI minimum.
 - 1. Third Generation: Also known as High-Performance, Higher Lumen, or Super, the third generation of 32 Watt T8 lamps offers 3,100 lumens and a long-life rating of 24,000 hours. Efficacy is high, with lumens per watt in the range of 94 to 100. CRI is 82 to 86.

PART 2 - EXECUTION

- 2.01 Installation:
 - A. General:
 - 1. All fixtures and luminaires shall be clean and lamps shall be operable at the time of acceptance.
 - 2. Install luminaires in accordance with manufacturer's instructions, complete with lamps, ready for operation as indicated.
 - 3. Align, mount, and level the luminaires uniformly.
 - 4. Avoid interference with and provide clearance for equipment. Where an indicated position conflicts with equipment locations, change the location of the luminaire by the minimum distance necessary.
 - B. Mounting and Supports:
 - 1. Mounting heights shall be as shown on the Drawings. Unless otherwise shown, mounting height shall be measured to the centerline of the outlet box for wall mounted fixtures and to the bottom of the fixture for suspended fixtures and to the bottom of the fixture for all other types.
 - 2. Luminaire supports shall be anchored to structural members.
 - 3. Pendant stem mounted luminaires shall be provided with ball aligners to assure a plumb installation and shall have a minimum 45 degree clean swing from horizontal in all directions. Sway bracing shall be installed as required to limit the movement of the fixture. Fixtures shall be allowed to sway a maximum of 45° without striking any object.
 - 4. Fixture supports shall be designed to resist earthquake forces of UBC Seismic Zone 4.

SECTION 26 51 10

CONTROLS

PART 1 - PRODUCTS

- 1.01 Control Devices
 - A. See details on sheet E6.1.

PART 2 - EXECUTION

- 2.01 Support Services:
 - A. System Start Up and Commissioning
 - 1. Manufacturer shall provide a factory authorized technician to confirm proper installation and operation of the lighting control sensors, controllers, switches, and occupancy sensors.
 - 2. The technician shall provide training for the owner or their representative on the lighting control features of the system.
- 2.02 Optional Acceptance Testing Support Services:
 - A. A certified lighting controls acceptance test technician (CLCATT) must verify the installation of the lighting control system. Manufacturer should include an extra day of factory technician's time to assist the CLCATT review the functionality and settings of the lighting control hardware per the requirements in the California State forms. It will be the CLCATT's responsibility to create and complete any forms required for the commissioning process, although the manufacturer or contractor may offer spreadsheets and/or printouts to assist the CLCATT with this task.
- 2.03 Lighting Control Installation Certificate Requirements:
 - A. When certification is required by Title 24, Part 1, Section 10-103-A, the acceptance testing specified by Section 130.4 shall be performed by a Certified Lighting Controls Acceptance Test Technician (CLCATT) employed or hired by the electrical contractor. If the CLCATT is operating as an employee, the CLCATT shall be employed by a Certified Lighting Controls Acceptance Employer. The CLCATT shall disclose on the Certificate of Acceptance a valid CLCATT certification identification number issued by an approved Acceptance Test Technician Provider. The CLCATT shall complete all Certificate of Acceptance documentation in accordance with the applicable requirements in Section 10-103(a)4.
 - B. Lighting Control Installation Certificate Requirements. To be recognized for compliance with Part 6 an Installation Certificate shall be submitted in accordance with Section 10-103(a) for any lighting control system, Energy Management Control System, track lighting integral current limiter, track lighting supplementary overcurrent protection panel, interlocked lighting system, lighting Power Adjustment Factor, or additional wattage available for videoconference studio, in accordance with the following requirements, as applicable:
 - 1. Certification that when a lighting control system is installed to comply with lighting control requirements in Part 6 it complies with the applicable requirements of Section 110.9; and complies with Reference Nonresidential Appendix NA7.7.1.
 - 2. Certification that when an Energy Management Control System is installed to function as a lighting control required by Part 6 it functionally meets all applicable requirements for each application for which it is installed, in accordance with Sections 110.9, 130.0 through 130.5, 140.6 through 150.0, and 150.2; and complies with Reference Nonresidential Appendix NA7.7.2.
 - 3. Certification that line-voltage track lighting current limiters comply with the applicable requirements of Section 110.9 and installed wattage has been determined in accordance with Section 130.0(c); and comply with Reference Nonresidential Appendix NA7.7.3.
 - 4. Certification that line-voltage track lighting supplemental overcurrent protection panels comply with the applicable requirements of Section 110.9 and installed wattage has been determined in accordance with Section 130.(c); and comply with Reference Nonresidential Appendix NA7.7.4.
 - 5. Certification that interlocked lighting systems used to serve an approved area comply with Section 140.6(a)1; and comply with Reference Nonresidential Appendix NA7.7.5.
 - 6. Certification that lighting controls installed to earn a lighting Power Adjustment Factor (PAF) comply with Section 140.6(a)2; and comply with Reference Nonresidential Appendix NA7.7.6.
 - 7. Certification that additional lighting wattage installed for a videoconference studio complies with Section 140.6(c)Gvii; and complies with Reference Nonresidential Appendix NA 7.7.7.

SHEET TITLE:

ELECTRICAL SPECIFICATIONS

SAN MATEO COUNTY PARKS

ATTN: SAM HERZBERG

4555 COUNTY CENTER, 4TH FLOOR

REDWOOD CITY, CA 94063

CLIENT:

SANCHEZ ADOBE PARK

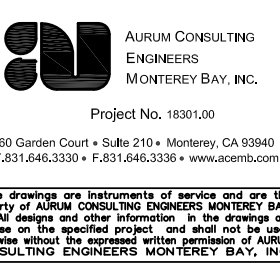
UTILITY IMPROVEMENTS FOR INTERPRETIVE CENTER

1000 LINDA MARK BLVD.

PACIFICA, CA 94044

APN: 023-240-250

PROJECT TITLE:



DRAWN BY: CADD
 CHECKED BY: NA
 DATE: JANUARY 2019
 JOB NO.: 21824
 SCALE: AS SHOWN
 SHEET:

E7.3