

## **SPECIAL CONDITIONS**

- 1.1 **Coordination, Scheduling, and Meetings:** The Contractor shall coordinate scheduling all construction activities with the Project Manager from the Real Estate Services Department – Project Management Division, County of San Bernardino, prior to beginning the activities. The successful bidder shall attend a preconstruction conference at a location and time set by the County.

Construction meetings shall be held at the job site or at a different location as instructed by the County. Details regarding job site meetings will be arranged at the preconstruction conference.

- 1.2 **Codes, Ordinances and Regulations:** All Work shall conform to the requirements of all Applicable Laws including the California Building Standards Code (as adopted and/or amended by the County), the Americans with Disabilities Act, Uniform Mechanical Code, Uniform Plumbing Code, Uniform Electrical Code, the Standard Plans for Public Works Construction, Construction Safety Orders of the Department of Industrial Relations – Division of Industrial Safety Construction Safety Orders, and all other State and National codes, ordinances, rules and regulations, which apply to the Work.

In any case of conflict between any of these requirements, and the Contract Documents, the requirement that is the most strict shall govern. Nothing in the Contract Documents is to be construed to permit Work not in conformance with these laws, codes and regulations.

- 1.3 **Liquidated Damages:** Section 8.5.3 of the General Conditions is amended to read the following:

In the event that Contractor fails to achieve Final Completion of the Work within the Contract Time, Contractor agrees to pay County the sum of **\$500.00 per day** for liquidated damages for each calendar day that Final Completion is delayed.

- 1.4 **Safety:** The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property for the duration of the Work, on a 24-hour per day, 7-day week basis. Prior to the start of construction, Contractor shall provide the Project Manager with a copy of Contractor's Illness and Injury Prevention Program as required by California Code of Regulations, title 8, sections 1509 and 3203, and Section 10 of the General Conditions, specifically relating to this Project.

- 1.5 **Project Inspections:** All inspections shall be performed during normal business hours. Contractor shall notify the Real Estate Services Department – Project Management Division Inspector and Project Manager 72 hours in advance of all requested inspections.

Contractor may request an inspection via email to the Real Estate Services Department – Project Management Division Inspector and Project Manager at [Marian.michael.pmd.sbcounty.gov](mailto:Marian.michael.pmd.sbcounty.gov)

Email subject line should read as follows: Whitney Young Modular Project

- 1.6 Change Orders: Contractor is referred to Section 7 of the General Conditions.
- 1.7 Sanitary Facilities: Contractor shall be solely and completely responsible to provide and maintain on-site sanitary facilities.
- 1.8 Contractor's Site Representative: Per Section 3.3.5.1 of the General Conditions, Contractor shall have a Project superintendent on site at all times while Work is being done.
- 1.9 Water & Power: Water and electrical power used during construction will be provided by the County at no cost to the Contractor, unless available power/water source at the Project site is not sufficient or not located within reach, in which case Contractor is responsible to provide an alternate source for electrical power and water. Contractor shall connect to the water and power at the Project site at a location specified by the County. Contractor agrees to take all reasonable steps to conserve water and power. Contractor is responsible to protect the power/water sources at the Project site and will be responsible for any damage to the power/water sources caused by Contractor's actions or inactions.
- 1.10 Traffic Safety: Contractor shall be solely and completely responsible to provide traffic safety for all Contractor/construction purposes.
- 1.11 Protection of Existing Finishes: Contractor shall lay down a protective material over the existing corridor flooring to protect finishes as needed. Existing ceilings shall be protected in place and repaired as required after track and installation to original finish. Use of dust and debris control shall also be required, such as walk off mats or sticky mats, as well as any other measures deemed necessary. Contractor shall provide dust and debris mitigation procedures that meet OSHPD and Fire Marshal approval.
- 1.12 Building Permit / Inspection: Contractor shall be solely and completely responsible to obtain building permit(s) and requesting inspections from the local jurisdiction.
- 1.13 Security and Background Checks: Contractor who is awarded the Project may be required at any time to complete and pass a background check for each worker (including all subcontractors) that will work on this Project at the discretion of the Sheriff's Department. The Contractor shall be solely and completely responsible for the employees and subcontractors employed on this Project. If the Contractor is unable to adequately obtain a workforce who can pass the background check process within 15 working days of Contract award and prior to the construction kick off meeting,

the County may terminate the Contract immediately with no compensation to Contractor.

NOT FOR BID