

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 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, as 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 48 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 brenton.rankin@res.sbcounty.gov. Email subject line should read as follows: 1010.0180 HDDC Generator Replacement Project – Request for Inspection.

- 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. Location of sanitary facilities shall be approved by County Project Manager.
- 1.8 Contractor's Site Representative: Per Section 3.3.5.1 of the General Conditions, Contractor shall have a qualified Project Superintendent on site at all times while Work is being done.
- 1.9 Water & Power: Electrical/Water 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 Working Hours: All work on the project shall be completed during normal business hours of the HDDC Generator Replacement Project; between 7:00 a.m. to 5:00 p.m. Monday through Friday.
- 1.12 Required Submittals: Contractor shall have one month from the date of the Pre-Construction meeting to submit all required submittals, including but not limited to: above ground fuel tanks, tank accessories, fill-rite tank pump, concrete, electrical, sliding gate and operator.
- 1.13 Construction Containment Measures: Contractor shall be responsible for providing temporary construction containment and access measures to provide separation of construction activities dust, debris, traffic and noise from the neighboring buildings. Contractor shall be fully responsible for implementing all measures necessary to ensure construction dust and debris are contained and do not migrate into adjacent building areas. All Construction Containment shall be finished and maintained in a manner that is acceptable to the County.
- 1.14 Job Site Cleanliness: Job site shall be cleaned up daily of construction materials, food rappers and trash and placed in containers.

1.15 Security & 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.

1.16 Specific Project Requirements:

A. Job-Walk Rules:

1. Proposed bidding contractors must be on time. Once the job walk group leaves the initial meeting location, no additional bidders will be allowed to join the bid walk.
2. All attending bidders must present a company business card with their name on it to be included with mandatory sign-in sheet.
3. All attending bidders may be required to present photo identification cards such as a valid California Driver's License or California Identification Card.
4. Cameras will be allowed for Project specific photo documentation. Contractors will be allowed to take photographs that pertain specifically to the Project. No general photography will be allowed without the consent of the Project Manager. At no time shall any inmates or County employees be photographed.
5. No weapons will be allowed.
6. No smoking, tobacco or e-vapor devices are allowed on site.

B. Cell phones: Cell phones will be allowed for job-walk portion for the purpose of reference photographs only.

At no time shall any inmates or County employees be photographed.

C. Tools: Contractor shall secure all tools, equipment and materials at the end of each work day and/or shift.

D. Onsite Storage: Storage of materials will be allowed within the local area surrounding the Project site as determined by the Project Manager and Sheriff's Staff. Lockable metal storage bins within a fenced enclosure are required where applicable and shall be locked at all times unless being accessed.

E. Material deliveries: Due to the active nature of the site and surrounding facilities by local law enforcement personnel, all material deliveries shall be scheduled at least 24 hours in advance. Contractor shall include these deliveries within the overall Project schedule and coordinate with the Project Manager and Sheriff's Staff.

F. Parking: Work vehicles will be allowed within designated parking areas.