1. **Mitigation Measures**

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

2. **Substitution for Specified Items**

   **A.** Requests for substitutions prior to award of the Contract shall be done within the time period indicated in the Instructions to Bidders.

   **[AND/OR]**

   Requests for substitutions after award of the Contract shall be within **THIRTY-FIVE (35)** days of the date of the Notice of Award.

   **B.** Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

   (1) If the material, process, or article offered by Contractor is not, in the opinion of the County, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

   (2) This provision shall not be applicable with respect to any material, product, thing or service for which County made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

   **C.** A request for a substitution shall be in writing and shall include:

   (1) All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
(2) Available maintenance, repair or replacement services;

(3) Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

(4) Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the County or others under Contract with the County); and

(5) The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

D. No substitutions shall be made until approved, in writing, by the County. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

(1) The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

(2) The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

(3) The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

(4) The Contractor shall be responsible for any re-design costs occasioned by County's acceptance and/or approval of any substitute; and

(5) The Contractor shall, in the event that a substitute is less costly than that specified, credit the County with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

E. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
F. In no event shall the County be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

3. Weather Days

Delays due to adverse weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of adverse weather exceeds the following parameters and only if Contractor can verify that adverse weather caused delays exceeded the following number of days:

<table>
<thead>
<tr>
<th>Month</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
</tr>
</thead>
</table>

4. Insurance Policy Limits. All of Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

The limits of insurance shall not be less than:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Each Occurrence: $2,000,000</td>
</tr>
<tr>
<td></td>
<td>General Aggregate: $2,000,000</td>
</tr>
<tr>
<td></td>
<td>Product Liability and Completed Operations: $1,000,000</td>
</tr>
<tr>
<td>Automobile Liability – Any Auto</td>
<td>Combined Single Limit: $2,000,000</td>
</tr>
<tr>
<td>Excess Liability</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory limits pursuant to state law</td>
</tr>
<tr>
<td>Employers’ Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Builders Risk (Course of Construction)</td>
<td>Issued for the value of the Contract</td>
</tr>
</tbody>
</table>

5. Permits, Certificates, Licenses, Fees, Approval

A. Payment for Permits, Certificates, Licenses, and Fees. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses.
and certificates necessary for the prosecution of the Work with the exception of
the following:

(1) E.g. (water connection fees)
(2) E.g. (sewer connection fees)

With respect to the above listed items, Contractor shall be responsible for
securing such items, however, County will be responsible for payment of these
charges or fees. Contractor shall notify the County of the amount due with
respect to such items and to whom the amount is payable. Contractor shall
provide the County with an invoice and receipt with respect to such charges or
fees.

6. **Work Restrictions**

   A. Hours of Work
   
   B. Access to Site
   
   C. Phasing

END OF DOCUMENT