

16.3. Hours of Work

16.3.1. Sufficient Forces

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

16.3.2. Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the County and approval of any required governmental agencies. Contractor is expected, if required, to work extended hours, additional / night shifts, weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the County. All work performed outside of these normal hours / days must be scheduled in advance with the Project Manager and any costs associated with working outside these normal work hours / days (E.g. cost of premium time for inspections) are subject to reimbursement from the Contractor to the County. **All fire alarm testing requiring audible verification must be performed on Sunday(s), unless scheduled and approved otherwise.**

If Project includes work which would be disruptive to normal county operations, or which would be dangerous to building occupants, said work shall be performed during hours as directed by the Project Manager. Examples of such work include, without limitation, concrete saw-cutting, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building or campus, or performing tests requiring all elevators in a group. Contractor shall anticipate and include an allowance for such contingencies in its bid and schedules.

16.4. Progress and Completion

16.4.1. Time of the Essence

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

16.4.2. No Commencement Without Insurance

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

16.5. Schedule

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

16.6. Expeditious Completion

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

17. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

17.1. Liquidated Damages

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

17.2. Excusable Delay

17.2.1. Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify County in writing of causes of delay including documentation and facts explaining the delay. County shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work that is on the critical path and affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

17.2.2. Contractor shall notify the County pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the County may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

17.2.3. In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

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

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

17.2.3.3. A recovery schedule must be submitted.

17.3. No Additional Compensation for Delays Within Contractor's Control

17.3.1. Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to

approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

17.3.2. Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

17.3.2.1. The County is responsible for the delay;

17.3.2.2. The delay is unreasonable under the circumstances involved;

17.3.2.3. The delay was not within the contemplation of the County and Contractor; and

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

17.3.2.5. Recovery of damages shall not exceed the value of the direct project overhead cost (Contractor's general conditions) per day. The cost per day shall be determined by the Contractor's total general conditions (not to exceed more than 8% of the sum subcontractors) divided by the number of original contract time in calendar days.

17.4. Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the County or the Contractor, but its use shall be determined solely by the County.

18. CHANGES IN THE WORK

18.1. No Changes Without Authorization

18.1.1. There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the County as herein provided. County shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the County's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

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

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

18.1.4. Contractor understands, acknowledges, and agrees that the reason for County authorization is so that County may have an opportunity to analyze the Work and decide whether the County shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

18.2. Architect Authority

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

18.3. Change Orders

18.3.1. A Change Order is a written instrument prepared and issued by the County and/or the Architect and signed by the County (as authorized by the County's Board of Trustees), the Contractor, the Architect, and approved by the Project Inspector (if necessary), stating their agreement regarding all of the following:

- 18.3.1.1.** A description of a change in the Work;
- 18.3.1.2.** The amount of the adjustment in the Contract Price, if any; and
- 18.3.1.3.** The extent of the adjustment in the Contract Time, if any.

18.4. Construction Change Directives

18.4.1. A Construction Change Directive is a written order prepared and issued by the County, the Construction Manager, and/or the Architect and signed by the County and the Architect, directing a change in the Work. The County may as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. In the case of a Construction Change Directive being issued, Contractor must commence Work immediately as to not delay the completion of the Project. Any dispute as to the sum of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

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

18.5. Force Account Directives

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

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

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

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

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

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

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

18.6. Price Request

18.6.1. Definition of Price Request

A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the County and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

18.6.2. Scope of Price Request

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

18.7. Proposed Change Order

18.7.1. Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the County and the Architect issue a Change Order based upon a proposed change to the Work.

18.7.2. Changes in Contract Price

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

18.7.3. Changes in Time

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

18.7.4. Unknown and/or Unforeseen Conditions

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

18.8. Format for Proposed Change Order

18.8.1. The following format shall be used as applicable by the County and the Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor,</u> the total not to exceed ten percent (10%) of item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add overhead and profit for Contractor,</u> not to exceed five percent (5%) of Item (f)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Bond and Insurance,</u> not to exceed one percent (1%) of Item (h)		
(j)	<u>TOTAL</u>		
(k)	<u>Time</u>		Days

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for Contractor,</u> not to exceed fifteen percent (15%) of item (d).		
(f)	<u>Subtotal</u>		
(g)	<u>Add Bond and Insurance,</u> not to exceed one percent (1%) of Item (f)		
(h)	<u>TOTAL</u>		
(i)	<u>Time</u>		Days

18.8.2. Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof.

18.8.3. Materials. Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the County. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the County, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the County's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The County may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

18.8.4. Equipment. As a precondition for the County's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor's use of their own equipment, the rental rate shall not exceed that of local rental rates. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the County, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of **\$500.00** or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the County, the allowable rate for the use of Equipment in connection with the Work shall

constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

18.9. Change Order Certification

18.9.1. All Change Orders and PCOs must include the following certification by the Contractor:

18.9.1.1. The undersigned Contractor approves the foregoing as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the County.

18.9.1.2. It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

18.10. Determination of Change Order Cost

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

18.10.1.1. County acceptance of a PCO;

18.10.1.2. By unit prices contained in Contractor's original bid;

18.10.1.3. By agreement between County and Contractor.

18.11. Deductive Change Orders

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

18.12. Addition or Deletion of Alternate Bid Item(s)

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the County may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the County elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

18.13. Discounts, Rebates, and Refunds

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

18.14. Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the County, which shall be available to the County on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the County, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the County's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

18.15. Notice Required

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

18.16. Applicability to Subcontractors

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

18.17. Alteration to Change Order Language

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

18.18. Failure of Contractor to Execute Change Order

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

19. REQUEST FOR INFORMATION

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

19.2. The Contractor shall be responsible for any costs incurred for professional services that County may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. County, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

19.3. The contractor is responsible for the necessary planning of their trade related work. The delinquency of proper planning, resulting in RFI'(s), shall not grant them any additional days.

20. PAYMENTS

20.1. Contract Price

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the County to the Contractor for performance of the Work under the Contract Documents.

20.2. Applications for Progress Payments

20.2.1. Procedure for Applications for Progress Payments

20.2.1.1. Application for Progress Payment

20.2.1.1.1. On the twenty fifth (25th) day of each calendar month during the progress of the Work, Contractor shall submit to the Construction Manager an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the County in writing:

20.2.1.1.1.1. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

20.2.1.1.1.2. The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

20.2.1.1.1.3. The balance that will be due to each of such entities after said payment is made;

20.2.1.1.1.4. A certification that the As-Built Drawings and annotated Specifications are current;

20.2.1.1.1.5. Itemized breakdown of work done for the purpose of requesting partial payment;

20.2.1.1.1.6. An updated and acceptable construction schedule in conformance with the provisions herein;

20.2.1.1.1.7. The additions to and subtractions from the Contract Price and Contract Time;

20.2.1.1.1.8. A total of the retentions held;

20.2.1.1.1.9. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the County may require from time to time;

20.2.1.1.1.10. The percentage of completion of the Contractor's Work by line item;

20.2.1.1.1.11. Schedule of Values updated from the preceding Application for Payment;

20.2.1.1.1.12. A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 3262, or after July 1, 2012, Civil Code section 8132, from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

20.2.1.1.1.13. A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262, or after July 1, 2012, Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

20.2.1.1.1.14. A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the County has been informed.

20.2.1.1.1.15. The Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

20.2.1.1.1.16. Confirmation that all certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment has been transmitted have been furnished to the Labor Commissioner in accordance with Labor Code section 1771.4(a)(3). And, in accordance with the County's labor compliance program, at the sole discretion of the County, the County shall not make any payment to Contractor until:

20.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the County weekly for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the Labor Commissioner, if the Project is subject to

State labor compliance, or to the County and/or its designee if the Project is subject to a LCP, and within ten (10) days of any request by the County or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations, and

20.2.1.1.1.16.2 The County is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the County in a timely

manner will directly delay the County's review and/or audit of the CPRs and Contractor's payment.

20.2.2. Prerequisites for Progress Payments

20.2.2.1. First Payment Request: The following items, if applicable, must be completed before the County will accept and/or process the Contractor's first payment request:

- 20.2.2.1.1.** Installation of the Project sign (If applicable);
- 20.2.2.1.2.** Installation of field office (If applicable);
- 20.2.2.1.3.** Installation of temporary facilities and fencing(If applicable);
- 20.2.2.1.4.** Schedule of Values;
- 20.2.2.1.5.** Contractor's Construction Schedule (If applicable);
- 20.2.2.1.6.** Schedule of unit prices, if applicable;
- 20.2.2.1.7.** Submittal Schedule;
- 20.2.2.1.8.** Receipt by Architect of all submittals due as of the date of the payment application;
- 20.2.2.1.9.** Copies of necessary permits;
- 20.2.2.1.10.** Copies of authorizations and licenses from governing authorities;
- 20.2.2.1.11.** Initial progress report;
- 20.2.2.1.12.** Surveyor qualifications (If applicable);
- 20.2.2.1.13.** Written acceptance of County's survey of rough grading, if applicable;
- 20.2.2.1.14.** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;
- 20.2.2.1.15.** Executed Contract with County
- 20.2.2.1.16.** All bonds and insurance endorsements; and
- 20.2.2.1.17.** Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.
- 20.2.2.1.18.** Submission of Contractor's IIPP/ Safety Plan
- 20.2.2.1.19.** Submission of Contractor's HIPP / Heat Illness Prevention Plan
- 20.2.2.1.20.** Submit to Construction Manager a copy of its Heat Illness Prevention Plan (HIPP).
- 20.2.2.1.21.** Submit to Construction Manager, and update as required, Contractor's Hazard Communication Program, Safety Data Sheets (SDS), and chemical inventory list for the project.
- 20.2.2.1.22.** Submit a list of all First Aid/CPR trained employees on the project, expiration dates, and update when requested by Construction Manager.
- 20.2.2.1.23.** Submit to Construction Manager a list identifying their "Competent Person" for the following activities (as they apply) such as, but not limited to the following, along with documented training:
- 20.2.2.1.24.** Demolition
- 20.2.2.1.25.** Lead Abatement
- 20.2.2.1.26.** Asbestos Abatement
- 20.2.2.1.27.** Ladder Inspection
- 20.2.2.1.28.** Trench/Excavation and Shoring

20.2.2.1.29. Scaffold Erection and Inspection

20.2.2.1.30. Fall Protection

20.2.2.1.31. Steel Erection

20.2.2.1.32. Submit to Construction Manager a list of their Forklift Operators that will be on the project, copies of their certification, expiration date, and update when new operators arrive on site.

20.2.2.1.33. A Competent Person shall be readily available on-site during any of the referenced activities above, or activity identified by Construction Manager and/or Owner.

20.2.2.2. Second Payment Request. The County will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

20.2.2.3. No Waiver of Criteria. Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by County. Instead, such payment shall be construed as a good faith effort by County to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

20.3. Progress Payments

20.3.1. County's Approval of Application for Payment

20.3.1.1. Upon receipt of an Application for Payment, The County shall act in accordance with both of the following:

20.3.1.1.1. Each Application for Payment shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

20.3.1.1.2. Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the County to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the County exceeds this seven-day return requirement.

20.3.1.1.3. An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the County.

20.3.1.2. The County's review of the Contractor's Application for Payment will be based on the County's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the County's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

20.3.1.2.1. Observation of the Work for general conformance with the Contract Documents,

20.3.1.2.2. Results of subsequent tests and inspections,

20.3.1.2.3. Minor deviations from the Contract Documents correctable prior to completion, and

20.3.1.2.4. Specific qualifications expressed by the Architect.

20.3.1.3. County's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

20.3.2. Payments to Contractor

20.3.2.1. Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (95%), or a lesser percentage if a higher retention amount is required pursuant to Public Contract Code section 7201(b) (4), of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the County's right to enforce each and every provision of this Contract, and the County shall have the right subsequently to correct any error made in any estimate for payment.

20.3.2.2. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the County concerning the Work, or any portion thereof, remains incomplete.

20.3.2.3. If the County fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

20.3.3. No Waiver

No payment by County hereunder shall be interpreted so as to imply that County has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the County may enforce each and every provision of this Contract. The County may correct or require correction of any error subsequent to any payment.

20.4. Decisions to Withhold Payment

20.4.1. Reasons to Withhold Payment

The County may withhold payment in whole, or in part, to the extent reasonably necessary to protect the County if, in the County's opinion, the representations to the County required herein cannot be made. The County may withhold payment, in whole, or in part, to such extent as may be necessary to protect the County from loss because of, but not limited to:

20.4.1.1. Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor;

20.4.1.2. Stop Payment Notices or other liens served upon the County as a result of the Contract;

20.4.1.3. Liquidated damages assessed against the Contractor;

20.4.1.4. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date;

- 20.4.1.5.** Damage to the County or other contractor(s);
- 20.4.1.6.** Unsatisfactory prosecution of the Work by the Contractor;
- 20.4.1.7.** Failure to store and properly secure materials;
- 20.4.1.8.** Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports;
- 20.4.1.9.** Failure of the Contractor to maintain As-Built Drawings;
- 20.4.1.10.** Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- 20.4.1.11.** Unauthorized deviations from the Contract Documents;
- 20.4.1.12.** Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;
- 20.4.1.13.** Failure to provide acceptable certified payroll records, as required by these Contract Documents or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Worker if payroll records are delinquent or inadequate;
- 20.4.1.14.** Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq. or failure to comply with any other Labor Code requirements;
- 20.4.1.15.** Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable;
- 20.4.1.16.** Failure to properly maintain or clean up the Site;
- 20.4.1.17.** Failure to timely indemnify, defend, or hold harmless the County;
- 20.4.1.18.** Any payments due to the County, including but not limited to payments for failed tests, utilities changes, or permits;
- 20.4.1.19.** Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;
- 20.4.1.20.** Failure to pay any royalty, license or similar fees;
- 20.4.1.21.** Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract; and
- 20.4.1.22.** Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the County or Contractor.

20.4.2. Reallocation of Withheld Amounts

20.4.2.1. County may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, County shall make such payments on behalf of Contractor. If any payment is so made by County, then that amount shall be considered a payment made under Contract by County to Contractor and County shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. County will render Contractor an accounting of funds disbursed on behalf of Contractor.

20.4.2.2. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, County may, after **FORTY-EIGHT (48)** hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The County shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If County deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

20.4.3. Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

20.5. Subcontractor Payments

20.5.1. Payments to Subcontractors

No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

20.5.2. No Obligation of County for Subcontractor Payment

The County shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

20.5.3. Joint Checks

County shall have the right in its sole discretion, if necessary for the protection of the County, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the County and a Subcontractor of any tier, any obligation from the County to such Subcontractor, or rights in such Subcontractor against the County.

21. COMPLETION OF THE WORK

21.1. Completion

21.1.1. County will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of County.

21.1.2. The Work may only be accepted as complete by action of the governing board of the County.

21.1.3. County, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of County, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within thirty (30) days after the date of the County's acceptance of completion, County shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by County, until the item(s) are completed.

21.1.4. At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, County may elect to proceed as provided herein related to adjustments to Contract Price, and/or County's right to perform the Work of the Contractor.

21.2. Close-Out Procedures

21.2.1. Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

21.2.2. Close-Out Requirements

21.2.2.1. Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

21.2.2.2. Record Drawings

21.2.2.2.1. Contractor shall provide exact Record Drawings of the Work upon completion of the Project as indicated in the Specifications.

21.2.2.2.2. Contractor is liable and responsible for any and all inaccuracies in the Record Drawings, even if inaccuracies become evident at a future date.

21.2.2.2.3. Upon completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of Autocad that is, at that time, currently utilized for plan check submission by either the County, the Architect, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device acceptable to County with Autocad file to the County.

21.2.2.3. Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

21.3. Final Inspection

21.3.1. Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have

been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and County a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

21.3.2. Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the County and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the County its final Application for Payment.

21.3.3. Final Inspection Requirements

21.3.3.1. Before calling for final inspection, Contractor shall determine that the following have been performed:

21.3.3.1.1. The Work has been completed.

21.3.3.1.2. All life safety items are completed and in working order.

21.3.3.1.3. Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

21.3.3.1.4. Electrical circuits scheduled in panels and disconnect switches labeled.

21.3.3.1.5. Painting and special finishes complete.

21.3.3.1.6. Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

21.3.3.1.7. Tops and bottoms of doors sealed.

21.3.3.1.8. Floors waxed and polished as specified.

21.3.3.1.9. Broken glass replaced and glass cleaned.

21.3.3.1.10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

21.3.3.1.11. Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.

21.3.3.1.12. Finished and decorative work shall have marks, dirt, and superfluous labels removed.

21.3.3.1.13. Final cleanup, as provided herein.

21.4. Costs of Multiple Inspections

More than two (2) requests of the County to make a final inspection shall be considered an additional service of County, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

21.5. Partial Occupancy or Use Prior to Completion

21.5.1. County's Rights to Occupancy

The County may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the County's Final Acceptance of any part of the Work. Neither the County's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by County shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The County and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the County shall have the right to occupy or use any portion of the Work that it needs or desires to use.

21.5.2. Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the County, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

21.5.3. No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

22. FINAL PAYMENT AND RETENTION

22.1. Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The County shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the County shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the County, pay the amount due Subcontractors.

22.2. Prerequisites for Final Payment The following conditions must be fulfilled prior to Final Payment:

22.2.1. A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor

22.2.2. A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 3262, or after July 1, 2012, Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment;

22.2.3. A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262, or after July 1, 2012, Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments; and

22.2.4. The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of County required under the Contract Documents.

22.2.5. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

22.2.6. Contractor must have completed all requirements set forth under "Close-Out Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

22.2.7. Architect shall have issued its written approval that final payment can be made.

22.2.8. The Contractor shall have delivered to the County all manuals and materials required by the Contract Documents.

22.2.9. The Contractor shall have completed final clean up as provided herein.

22.3. Retention

22.3.1. The retention, less any amounts disputed by the County or that the County has the right to withhold pursuant to provisions herein, shall be paid:

22.3.1.1. After approval of the County by the Architect's Certificate of Payment,

22.3.1.2. After the satisfaction of the conditions set forth herein, and

22.3.1.3. After thirty-five (35) days after the recording of the Notice of Completion by County.

22.3.2. No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the County and the Contractor pursuant to Public Contract Code section 22300.

22.4. Substitution of Securities The County will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

23. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the County, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Price or Contract Time.

24. NONCONFORMING WORK AND CORRECTION OF WORK

24.1. Nonconforming Work

24.1.1. Contractor shall promptly remove from Premises all Work identified by County as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the County or other Contractors caused thereby.

24.1.2. If Contractor does not remove Work that County has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-**

EIGHT (48) hours, County may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, County may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the County and/or County may withhold those amounts from payment(s) to Contractor.

24.2. Correction of Work

24.2.1. Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by the County, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

24.2.2. One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.

24.3. County's Right to Perform Work

24.3.1. If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the County, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

24.3.2. If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, County may require at its option:

24.3.2.1. That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the County;

24.3.2.2. That the County deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

24.3.2.3. That the County exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the County hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the County shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or County may withhold those amounts from payment(s) to Contractor.

25. TERMINATION AND SUSPENSION

25.1. County's Right to Terminate Contractor for Cause

25.1.1. Grounds for Termination The County, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon the following:

25.1.1.1. Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

25.1.1.2. Contractor fails to complete said Work within the time specified or any extension thereof, or

25.1.1.3. Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

25.1.1.4. Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or

25.1.1.5. Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

25.1.1.6. Contractor persistently or repeatedly refuses fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

25.1.1.7. Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

25.1.1.8. Contractor persistently disregards laws, or ordinances, or instructions of County; or

25.1.1.9. Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

25.1.1.10. Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

25.1.2. Notification of Termination

25.1.2.1. Upon the occurrence at County's sole determination of any of the above conditions, County may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of County's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to County for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon Determination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

25.1.2.2. When any of the above reasons exist, the County may, without prejudice to any other rights or remedies of the County and after giving the Trade Contractor and the Trade Contractor's Surety written notice of three (3) days, terminate the Trade Contractor and/or this Contract and may, subject to any prior rights of the Surety:

25.1.2.2.1. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Trade Contractor;

25.1.2.2.2. Accept assignment of Subcontracts. Trade Contractor acknowledges and agrees that if the County (in its sole and absolute discretion) decides to takeover completion of the Project, the Trade Contractor agrees to immediately assign all subcontracts to the County which the County has chosen to accept;

25.1.2.2.3. Complete the Work by any reasonable method the County may deem expedient, including contracting with a replacement contractor or contractors; and,

25.1.2.2.4. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the County.

25.1.2.3. If Surety fails to notify County or begin performance as indicated herein, County may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to County for any excess cost or other damages the County incurs thereby. Time is of the essence in this Contract. If the County takes over the Work as herein provided, County may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

25.1.3. Effect of Termination

25.1.3.1 Contractor shall, only if ordered to do so by the County, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The County retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the performance bond for all damages caused the County by reason of the Contractor's failure to complete the Contract.

25.1.3.2 In the event that the County shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the County shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the County or for any changes the County may make in the Work or for the money expended by the County in satisfying claims and/or suits and/or other obligations in connection with the Work.

25.1.3.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

25.1.3.4 If the expense to the County to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to County within twenty-one (21) days of County's request.

25.1.3.5 The County shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the County, no Subcontractor shall have any claim against the County or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The County or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the County so elect, the Contractor shall

execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the County may require, for the purpose of fully vesting in the County the rights and benefits of it Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the County for expenses and damages suffered by the County as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

25.1.3.6 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to County.

26.1.3 Emergency Termination of Public Contracts Act of 1949

26.1.3.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

26.1.3.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

26.1.3.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

26.1.3.1.3 Compensation to the Contractor shall be determined at the sole discretion of County on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the County's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The County, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

27.1 Termination of Contractor for Convenience

27.2.1 County in its sole discretion may terminate the Contract upon three (3) days written notice to the Contractor. Under a termination for convenience, the County retains the right to all the options available to the County if there is a termination for cause. In case of a termination for convenience, the Contractor shall have no claims against the County except:

27.2.1.1 The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and

27.2.1.2 Five percent (5%) of the total cost of work performed as of the date of termination or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractors' and its Subcontractor(s)' mobilization and/or demobilization costs and

any anticipated loss profits resulting from termination of the Contractor for convenience.

28.2 Suspension of Work

28.2.1 County in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine upon three (3) days written notice to the Contractor.

28.2.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

28.2.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

28.2.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

28.2.1.1.3 That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

28.2.1.1.4 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

29. CLAIMS AND DISPUTES

29.1 Performance During Dispute or Claim Process

Contractor shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the County.

29.2 Definition of Dispute

29.2.1 The term "Dispute" means a separate demand by the Contractor for:

29.2.1.1 A time extension;

29.2.1.2 Payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or

29.2.1.3 An amount of payment disputed by the County.

29.3 Dispute Presentation

29.3.1 If Contractor intends to apply for an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of County or its agents, Contractor shall, within ten (10) days after the event giving rise to the Dispute, give notice of the Dispute in writing and submit to the County a written statement of the damage sustained or time requested. On or before twenty (20) days after Contractor's written Notice of Dispute, Contractor shall file with the County an itemized statement of the details and amounts of its Dispute for any increase in the Contract Price or Contract Time. Otherwise, Contractor shall have waived and relinquished its dispute against the County and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated. Contractor shall not be entitled to consideration for payment or time on account.

29.3.2 The Notice of Dispute shall identify:

29.3.3 .The issues, events, conditions, circumstances and/or causes giving rise to the dispute;

29.3.1.1 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments; and

29.31.1.1.1 The line-item costs for labor, material, and/or equipment, if applicable.

29.3.3 The Notice of Dispute shall include the following certification by the Contractor:

29.3.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the County is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

29.3.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

29.3.4 If a Dispute, or any portion thereof, remains unresolved upon satisfaction of all applicable Dispute Resolution requirements, the Contractor shall comply with all claim resolution requirements as provided in Public Contract Code section 20104.

29.3.5 Contractor shall bind its Subcontractors to the provisions of this section and will hold the County harmless against disputes by Subcontractors.

29.4 Dispute Resolution

29.4.1 Contractor shall file with the County the Notice of Dispute, including the documents necessary to substantiate it, on or before the day of submitting the application for final payment.

29.4.2 County shall respond in writing within forty-five (45) days of receipt of the Dispute or may request in writing within thirty (30) days of receipt of the Dispute any additional documentation supporting the Dispute or relating to defenses or claims County may have against the Contractor.

29.4.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

29.4.2.2 County's written response to the documented Dispute shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

29.4.3 If Contractor disputes the County's written response, Contractor may file a claim pursuant to the Claim Resolution requirements provided herein.

29.5 Definition of Claim

29.1.1 The term "Claim" means a dispute that remains unresolved at the conclusion of the Dispute Resolution requirements as provided herein.

29.6 Claim Presentations

29.6.1 Contractor must timely submit the Notice of Claim and all documents necessary to substantiate any Claim. Otherwise, Contractor shall have waived and relinquished its

Claim against the County and Contractor's Claims for compensation or an extension of time shall be forfeited and invalidated, and Contractor shall not be entitled to consideration for payment or time on account of the instant matter. No Claim shall be presented prior to Project completion. Any statute that might otherwise govern the presentation of an unresolved Dispute, including but not limited to Government Code section 900 et seq. and Public Contract Code section 20104 et seq. shall be tolled during the course of construction on the Project.

29.6.1.1 All Claims shall include the following certification by the Contractor:

29.6.1.1.1 The undersigned Contractor certifies under penalty of perjury that the attached claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

29.6.1.1.2 Furthermore, Contractor understands that the value of the attached claim expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

29.6.2 The attention of the Contractor is drawn to Government Code section 12650, et seq. regarding penalties for false claims.

29.6.3 If a Claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Dispute and Claim Resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the County. For purposes of those provisions, the running of the time within which a Dispute or Claim must be presented to the County shall be tolled from the time the Contractor submits its written Dispute or Claim until the time the Dispute or Claim is denied, including any time utilized by any applicable meet and confer process.

29.6.4 The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the County harmless against claims by Subcontractors.

29.7 Claim Resolution

29.7.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall, after the conclusion of the Dispute Resolution requirements, attempt to resolve the Claim by those procedures set forth herein.

29.7.2 Claims of \$375,000 or Less

29.7.2.1 For all Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and County, the procedure set forth in Public Contract Code section 20104 et seq. shall apply:

29.7.2.1.1 Contractor shall file with the County any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

29.7.2.1.2 For claims of less than fifty thousand dollars (\$50,000), the County shall respond in writing within forty-five (45) days of receipt of the

Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the claim or relating to defenses or claims the County may have against the Contractor.

29.7.2.1.2.2 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

29.7.2.1.2.3 County's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

29.7.2.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the County shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the County may have against the Contractor.

29.7.2.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the County and the Contractor.

29.7.2.1.3.2 The County's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

29.7.2.2 If Contractor disputes the County's written response, or the County fails to respond within the time prescribed, Contractor may so notify the County, in writing, either within fifteen (15) days of receipt of the County's response or within fifteen (15) days of the County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

29.7.2.3 Following the meet and confer conference, if the claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

29.7.2.4 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

29.7.2.5 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

29.7.2.6 The County shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the County shall pay interest at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

29.7.3 Claims Over \$375,000

29.7.3.1. For all Claims of over three hundred seventy-five thousand dollars (\$375,000) which arise between a Contractor and the County, the following procedure shall apply:

29.7.3.1.1 The parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum. The Claim shall be identified in writing to the County within thirty (30) days from the date of Contractor's application for final payment of all Contract balances not in dispute and shall be mediated within one hundred and twenty (120) days from the submission of the Claim to the County. For purposes of filing a Claim to mediation, the running of the time within which mediation must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied. Mediator fees and administrative costs of the mediation shall be shared equally by the parties.

29.7.3.1.2 County may assert any counter-claims it has for damages against Contractor, including, but not limited to, defective Work, delay damages, and liquidated damages.

29.7.4 Contractor shall bind its Subcontractors to the provisions of this section and will hold the County harmless against disputes by Subcontractors.

29.8 Dispute and Claim Resolution Non-Applicability

29.8.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

29.8.1.1 Personal injury, wrongful death or property damage claims;

29.8.1.2 Latent defect or breach of warranty or guarantee to repair;

29.8.1.3 Stop payment notices;

29.8.1.4 County's rights set forth in the Article on Suspension and Termination;

29.8.1.5 County rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Dispute and Claim Resolution requirements provided in this Article.

29.9 Contractor's costs incurred in seeking relief under this Article are not recoverable from the County.

30. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

30.1 Monitoring and Enforcement by Labor Commissioner

30.1.1 Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The County will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The County can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests. Additionally, the County may, at the sole discretion of the County, require the Contractor to submit separate CPRs to the County in intervals required by the County's labor compliance program.

30.1.2 The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

30.1.3 Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the County by the Contractor. Contractor and all subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

30.1.4 Prior to commencing any Work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

30.2 Wage Rates, Travel, and Subsistence

30.2.1 Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the County's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

30.2.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the County, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

30.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

30.2.4 If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

30.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to County, forfeit the statutory amount (believed by the County to be currently two hundred dollars (\$200)) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the County and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

30.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

30.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

30.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

30.3 Hours of Work

30.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be

permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

30.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of County and to the Division of Labor Standards Enforcement of the DIR.

30.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the County forfeit the statutory amount (believed by the County to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

30.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the County.

30.4 Payroll Records

30.4.1 Contractor shall prepare and provide to the County and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the County an accurate and complete certified payroll record ("CPR"), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work. All CPRs as specified in Labor Code section 1776 of the Contractor and all subcontractors of any tier shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code section 1771.4(a)(3) on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. CPRs as specified in Labor Code section 1776 shall be certified and submitted to the County with each application for payment.

30.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

30.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

30.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of County, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

30.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the County, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by

Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

30.4.3 The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the _____ (Position in business) with the authority to act for and on behalf of _____ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 for any work performed by our employees on the Project.

Date: _____ Signature: _____

(Section 16401 of the California Code of Regulations)

30.4.4 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by County, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

30.4.5 Contractor shall inform County of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

30.4.6 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to County, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

30.5 [RESERVED]

30.6 Apprentices

30.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of

Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

30.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

30.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

30.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

30.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

30.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

30.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

30.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

30.6.7.2 Forfeit as a penalty to County the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

30.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

30.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

30.7 Non-Discrimination

30.7.1 Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California

Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

30.7.2 Special requirements for Federally Assisted Construction Contracts: (Applicable if Federal Funds apply) During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

30.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (8 Cal. Code of Regs., §1 et seq.).

31 [RESERVED]

32 MISCELLANEOUS

32.1 Assignment of Antitrust Actions

32.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

32.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

32.1.3 Section 4553 of the Government Code states: (Not required)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

32.1.4 Section 4554 of the Government Code states: (Not required)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

32.1.5 Under this Article, "public purchasing body" is County and "bidder" is Contractor.

32.2 Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, County, upon request, will execute documents necessary to show (1) that County is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of County. No Federal Excise Tax for such materials shall be included in any Contract Price.

32.3 Taxes

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

32.4 Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

32.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contractor shall comply with those reporting requirements at the request of the County at no additional cost.

END OF DOCUMENT

SUPPLEMENTAL CONDITIONS

These Supplemental Conditions modify the General Conditions and form a part of the Contract Documents for the work generally described. Where portions of the General Conditions are modified and or deleted by these Supplemental Conditions, the unaltered portions of the General Conditions shall remain in effect

1. Article 1 – Contract Terms and Definitions

1.1. Article 1.1.9 – Construction Change Directive

The word "Construction Change Directive" shall be synonymous with the words, "Bulletin", "Instruction Bulletin", "Field Directive, etc. Such words shall be the formal document issued by the Architect / County / Construction Manager, giving the Contractor authorization to proceed with changes in the scope of work post bid / contract award.

1.2. Article 1.1.15 – Contractor

The word "Contractor" shall also be synonymous with the words, "Prime Contractor" "Trade Contractor", "Category Contractor", "Bid Contractor", Bid Category Contractor" or any variation of the same. These terms are used interchangeably in the course of the contract documents."

2. Article 2 – Shop Drawings, Product Data, and Samples

2.1. Article 2.1.3

All submittals unless noted otherwise in Division 01, shall be submitted for architect review no later than ten (10) days from the date of the Notice to Proceed.

3. Article 3 – Architect

3.1. Article 3.4

All communication to be submitted to the Program and/or the Construction Manager.

4. Article 10 – Contractor's Submittals and Schedules

4.1. Article 10.1.1.2 – Preliminary Schedule of Values

The schedule of values shall follow the following format:

- A single line item for each of the following:
 - Bond Premium (not to exceed the bond premium amount)
 - General Conditions (not to exceed 8% of the subtotal of subcontractors)
 - Alternates (each as it applies)
 - Mobilization (not to exceed 2% of contract total)
 - Submittals (all submittals on one line item, not to exceed 2% of contract total)
 - Allowance
 - SWPPP
 - Punch-list (Including all subcontractors, 5% of the contract's total)
 - Closeout (Including all subcontractors, 5% of the contract's total)
- Site: (if applicable)
 - Specification Section
 - Material (including subcontractor name)
 - Rough
 - Finish
 - Testing
 - Labor (including subcontractor name)
 - Rough
 - Finish
 - Testing
- Building and By Floor
 - Specification Section
 - Material (including subcontractor name)
 - Rough
 - Finish
 - Testing

- Labor (including subcontractor name)
 - Rough
 - Finish
 - Testing

5. Article 13 – Insurance and Bonds

- 5.1. Article 13.1.6.3
Add "Program Manager(s)" to the endorsement.

6. Article 15 – Time

- 6.1. Article 15.2 – Computation of Time / Adverse Weather
[5] calendar days are expected during the period of construction. The Contractor's Construction Schedules prepared shall incorporate the number of expected Rain Days set forth above and there shall be no adjustments to the Contract Time on account of unusually severe weather conditions resulting from rainfall until the actual number of Rain Days exceed those set forth above.
- 6.2. Add Article 15.2.4 – Project Recognized Holidays
The project recognizes / observes the following seven (7) holidays **ONLY**: New Years' Day, Memorial Day, July 4th, Veterans Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas. ALL other days in the calendar year is considered a work day. Any day that the Contractor recognizes as a holiday, Contractor will be expected to be on-site with the correct crew size. Contractor shall include in base bid the appropriate wage rate for holiday pay.
- 6.3. Article 15.4.1 – Time of the Essence
Refer to 013200 – Construction Progress Documentation for contract time.

7. Article 16 – Extension of Time – Liquidated Damages

- 7.1. 16.1 – Liquidated Damages
Refer to 013200 – Construction Progress Documentation for further information related to Contract Time and Liquidated Damages.
- 7.2. 16.2.1.
Change five (5) calendar days to three (3) calendar days. Written notification to be on Company letterhead stationery.

8. Article 17 – Changes in the Scope of Work

- 8.1. Article 17.5 – Force Accounts Directives
- 8.1.1. 17.5.6 Add the following to this article clarifying the start & stop, as well as daily approval. Adjustment to the Contract Price can be directed by the County on a time and material (T&M) basis. Contractor shall keep and maintain cost-accounting records satisfactory to the County, which shall be available to the County on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Contractor or Contractor's Subcontractor **MUST** notify the Construction Manager and the Inspector or Record (IOR) prior to each day of time and material commencement and again at the completion of the day. All T&M tickets must be presented to the Construction Manager and/or the IOR **daily** for signature for verification of work performed and time. Construction Manager and/or the IOR **MUST** verify all time and material work and will not sign the time and material ticket if the Contractor or their Subcontractor has not properly notified the Construction Manager and/or IOR, as stated above.

9. Article 19 – Payments

- 9.1. Article 19.2 – Cost Breakdown
- 9.1.1. Article 19.2 – Application for Progress Payment
- 9.1.1.1. Article 19.2.1.1. Progress Payment Timelines
Single Prime Contract: Draft invoice to be reviewed between Contractor and Program/Construction Manager by the 25th of each month. Contractor to provide final

invoice based on the draft approval by the 30th of each month for required signatures.

9.1.1.2. Article 19.2.1.1. Progress Payment Timelines

Multi-Prime Contracts: On or before the 25th of each calendar month, during the progress of the portion of the Work for which payment is being requested, the Construction Manager will forward a draft billing for the Prime Contractor's approval indicating the percentages representative of the work installed. The Prime Contractor shall affix comments and/or initials and return draft billing. Material invoices, evidence of equipment purchases and rentals, along with other support and details of cost, may be required to be submitted to the Owner from time to time. Draft billings not returned to the Construction Manager will be assumed "correct as noted". The Construction Manager will then forward a formal billing to the Prime Contractor. The formal billing, with applicable releases attached, and containing wet signatures, shall be returned to the Construction Manager. Monthly billings will be collectively forwarded to the County for processing. Failure to return the billing or applicable attachments within the time frames specified by the Construction Manager will result in processing no sooner than the next application period.

9.1.1.3. Article 19.2.2.1 – First Payment Request

The following items, if applicable, must be completed before the first payment request will be accepted for processing:

- Installation of field office (if applicable);
- Approved schedule of values
- Copies of necessary permits;
- Executed Contract with County
- Bond and insurance endorsements received and accepted by County;
- Copies of authorizations and licenses from governing authorities;
- Resumes of Contractor's key personnel as determined by the Contract Documents and approved by County;
- List of all subcontractors, with names, license numbers, telephone numbers, and scope of work
- Approved competent person
- Preliminary CPM schedule
- Project approach (section 011000)
- List of all Job Hazard analysis (section 012200)
- Site Safety Plan (section 012200)
- Waste Reduction & recycling plan (section 013520)
- IIPP / Safety Program on file with the Construction Manager;
- Receipt of submittals per section 013200
- Register with the Department of Industrial Relations (DIR)

9.1.1.4 Article 19.2.2.2 – Second Payment Request

The second payment request will not be processed until the following is received

- Receipt of completed trade related submittals as noted in section 013200
- Approved CPM schedule

19.3 – Progress Payment

9.2.1 In addition to the requirements to review, the following shall too be considered

- Current daily work reports
- Current safety meeting minutes
- Current as-builts
- Current insurance certificates
- Current certified payroll
- Current SWPPP log / maintenance
- Currently releases
- Safety Orientation (as necessary)

- Waste & recycling forms
- Conditional and unconditional waivers & release are required for prime contractor only

9.2.2 Add the following:

Materials or Equipment Delivered and Stored at the Site: Payment of stored amount shall not exceed the actual invoice amount nor the schedule of value line item amount.

9.2.3 Add the following:

Materials or Equipment Not Delivered or Stored at the Site: Contractor may include in its Request for Payment the value of any purchased material being stored off-site. Provide the following is met:

- A. Approval of the County to be given at the County's sole discretion,
- B. Written request to be received a minimum of two weeks prior to the draft billing approval cycle. There must be reasonable time for County representative to schedule time to travel to and inspect to confirm. Travel not to exceed 50 miles from project site.
- C. Title to such materials shall be vested in the County as evidenced by documentation satisfactory in form and substance to the County, including, without limitation, recorded financing statements, UCC filings and UCC searches;
- D. Contractor shall submit to the County a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the County (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof,
- E. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site,
- F. Representatives of the County shall have the right to make inspections of the storage areas at any time; and
- G. Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the County; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

****END OF SECTION****

EXHIBITS

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Exhibit 1	Certificate of Insurance
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Exhibit 13	Company Information
Exhibit 14	Utility Service Interruption/Shutdown Request Form
Exhibit 15	Dig Notification Request
Exhibit 16	Substitution Request Form

CERTIFICATE OF INSURANCE

DATE ISSUED:

BROKER/AGENT	COMPANIES AFFORDING COVERAGE		
	COMPANY A		
NAMED INSURED	COMPANY B		
	COMPANY C		
	COMPANY D		

COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (M/D/Y)	POLICY EXP. DATE (M/D/Y)		ALL LIMITS IN THOUSANDS	DEDUCTIBLE
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> BROAD FORM EXTENSION INCLUDED <input type="checkbox"/> COMMERCIAL FORM <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> SEVERABILITY OF INTEREST CLAUSE <input type="checkbox"/> CROSS LIABILITY CLAUSE				GENERAL AGGREGATE PRODUCTS/COMPLETED OPERATIONS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (ANY ONE FIRE) MEDICAL EXPENSE (ANY ONE PERSON)	\$ \$ \$ \$ \$ \$	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO (CODE 1) <input type="checkbox"/> ALL OWNED AUTOS (CODE 2) <input type="checkbox"/> SCHEDULED AUTOS (CODE 7) <input type="checkbox"/> HIRED AUTOS (CODE 8) <input type="checkbox"/> NON-OWNED AUTOS (CODE 9) <input type="checkbox"/> OTHER				CSL BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	\$ \$ \$ \$	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURANCE	\$	AGGREGATE \$
	PROFESSIONAL LIABILITY* <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURANCE	\$	AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				AS REQUIRED BY FEDERAL AND CALIFORNIA LAW		

SPECIAL PROVISIONS:

- ECONOMIC DEVELOPMENT AGENCY OF RIVERSIDE COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, PROWEST CONSTRUCTORS AND HOLT ARCHITECTURE, INC. ARE INCLUDED AS ADDITIONALLY INSURED BUT ONLY IN CONNECTION WITH **Riverside Public Defender/ Probation Department**
- THIS INSURANCE SHALL BE PRIMARY INSURANCE AS RESPECT TO ECONOMIC DEVELOPMENT AGENCY OF RIVERSIDE COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, PROWEST CONSTRUCTORS, AND HOLT ARCHITECTURE, INC. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE ADDITIONALLY INSURED SHALL BE EXCESS OF AND NON-CONTRIBUTORY WITH THIS INSURANCE.
- THE PROVISIONS UNDER PARAGRAPHS (1&2) OF THIS SECTION, "SPECIAL PROVISIONS," SHALL APPLY TO CLAIMS, COSTS, INJURIES OR DAMAGES BUT ONLY IN PROPORTION TO AND TO THE EXTENT SUCH CLAIMS, COSTS, INJURIES OR DAMAGES ARE CAUSED BY OR RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED.
- SHOULD ANY OF THE INSURANCE PROGRAMS DESCRIBED BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW.

CERTIFICATE HOLDER:
 Economic Development Authority of Riverside County
 3403 Tenth St. Suite 400
 Riverside, CA 92501

THE UNDERSIGNED CERTIFIES THAT HE/SHE IS AUTHORIZED TO SIGN THIS CERTIFICATE AND THAT THE SPECIAL PROVISIONS DESCRIBED HEREIN HAVE BEEN MADE A PART OF THE POLICY(IES) SHOWN ABOVE.

AUTHORIZED REPRESENTATIVE

DOCUMENT 00 61 13.16

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the County of Riverside, ("County") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

("Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") for the County of Riverside, ("County") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

("Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract and by California Public Contract Code section 20129(b) to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and _____ ("Surety"), an admitted surety insurer pursuant to code of Civil Procedure, Section 995.120, are held and firmly bound unto the County in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, 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 payment of liquidated damages) subject to the penal amount of this bond as set forth above.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by County, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

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

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, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

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

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

APPLICATION FOR PAYMENT

Number: _____ Period to: _____

TO OWNER: The County of Riverside Economic Development Authority

PROJECT NAME: PUBLIC DEFENDER/ PROBATION DEPARTMENT BUILDING PROJECT
 PROJECT NUMBER: PROJECT NO. FM08240003992

FROM PRIME TRADE CONTRACTOR: _____

BID PACKAGE: _____

ADDRESS: _____

CONTRACT DATE: _____

APPLICATION DATE: _____

CHANGE ORDER SUMMARY:

		<u>Additions</u>	<u>Deductions</u>
Change Orders approved in previous months:	Total:	_____	_____
Change Orders approved this month:			
Number:	Date Approved:		
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
	Total:	_____	_____

NET CHANGE BY CHANGE ORDERS: _____

Application is made for payment under the Contract as shown below and in Schedule 1 attached hereto:

1. ORIGINAL CONTRACT SUM \$ _____
2. NET CHANGE BY CHANGE ORDERS \$ _____
3. CONTRACT SUM TO DATE (Line 1 □ Line 2) \$ _____
4. TOTAL AMOUNT COMPLETED TO DATE (Column E on Schedule 1) \$ _____
5. RETENTION: 5% of Completed Work (Column I on Schedule 1) \$ _____
 - a. Current Value of Securities Deposited in Escrow \$ _____
 - b. Current Value of Retention Deposited in Escrow \$ _____
 - c. Retention Held by Owner \$ _____
 - Current Retention Value (a + b + c) \$ _____
6. TOTAL EARNED LESS RETENTION (Line 4 less Line 5) \$ _____
7. TOTAL AMOUNTS PREVIOUSLY CERTIFIED FOR PAYMENT \$ _____
 (Line 6 from prior application)
8. CURRENT PAYMENT DUE (Line 6 less Line 7) \$ _____
9. BALANCE TO FINISH, PLUS RETENTION (Line 3 less Line 6) \$ _____

The undersigned Prime Trade Contractor hereby represents and warrants to Owner that all Work, for which Certificates For Payment have previously been issued and payment received from Owner, is free and clear of all claims, stop notices, security interests, and encumbrances in favor of Prime Trade Contractor, any Subcontractor or Supplier, and any other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the Work.

The following Schedules are attached and incorporated herein, and made a part of this Application For Payment:

- Schedule 1 Cost Breakdown Schedule
- Schedule 2 Certification of Current Market Value of Securities in Escrow in Lieu of Retention
- Schedule 3 List of Subcontractors and Suppliers

(Prime Trade Contractor)

By: _____
(Name)

(Title)

DECLARATION

I, _____, hereby declare that I am the _____ of Prime Trade Contractor submitting this Application For Payment; that I am duly authorized to execute and deliver this Application For Payment on behalf of Prime Trade Contractor; and that all information set forth in this Application For Payment and all Schedules attached hereto are true, accurate, and complete as of its date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was subscribed at

_____, _____, State of _____

on _____, 20____.

(Signature)

(Print Name)

PROJECT NAME: PUBLIC DEFENDER/ PROBATION DEPARTMENT BUILDING PROJECT APPLICATION NUMBER: _____
 PROJECT NUMBER: PROJECT NO. FM08240003992 APPLICATION DATE: _____
 CONTRACT DATE: _____ PERIOD TO: _____
 PRIME TRADE CONTRACTOR: _____

SCHEDULE 1
 TO
APPLICATION FOR PAYMENT
COST BREAKDOWN

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
ITEM NO.	DESCRIPTION OF WORK ACTIVITY OR OTHER ITEM	SCHEDULED VALUE	% COMPLETE TO DATE	TOTAL AMOUNT COMPLETED TO DATE (C x D)	TOTAL AMOUNT COMPLETED ON PRIOR APPLICATION FOR PAYMENT	AMOUNT OF THIS APPLICATION (E - F)	RETENTION PERCENT 5%	TOTAL RETENTION TO DATE (E x H)	COMPLETED TO DATE LESS RETENTION (E - I)

TOTALS

PROJECT NAME: PUBLIC DEFENDER/ PROBATION DEPARTMENT BUILDING PROJECT

PROJECT NUMBER: FM08240003992

PRIME TRADE CONTRACTOR: _____

APPLICATION NUMBER: _____

SCHEDULE 2
TO
APPLICATION FOR PAYMENT

CERTIFICATION OF CURRENT MARKET VALUE
OF SECURITIES IN ESCROW IN LIEU OF RETENTION

As of _____, 20____ (not earlier than 5 days prior to the date of the Application For Payment of which this certification is a part), the aggregate market value of securities on deposit in Escrow

Account No. _____ with _____
(Escrow Agent)

is _____ Dollars (\$_____).

(Escrow Agent) (Prime Trade Contractor)

By: _____ By: _____
(Name) (Name)

(Title) (Title)

Date: _____ Date: _____

NOTE: Notary acknowledgement for Prime Trade Contractor and Escrow Agent must be attached.

PROJECT NAME: PUBLIC DEFENDER/ PROBATION DEPARTMENT BUILDING PROJECT

PROJECT NUMBER: FM08240003992

PRIME TRADE CONTRACTOR: _____

APPLICATION NUMBER: _____

SCHEDULE 3
TO
APPLICATION FOR PAYMENT

LIST OF SUBCONTRACTORS AND SUPPLIERS

Subcontractors and Suppliers listed below are all Subcontractors and Suppliers furnishing labor, services, materials, or equipment, for the period referred to in the Application For Payment referenced above, of which this Schedule 3 is a part. Prime Trade Contractor hereby certifies that attached hereto are releases and waivers of claims and stop notices from all Subcontractors and Suppliers furnishing labor, services, materials, or equipment covered by the preceding Application for Payment.

Name of Subcontractor or Supplier

Subcontracted Work Activity or Supplied Item

(Prime Trade Contractor)

By: _____
(Name)

(Title)

Date: _____

Project No. FM08240003992

PUBLIC DEFENDER/ PROBATION DEPARTMENT BUILDING PROJECT

Riverside California

DATE: _____

PTC: _____

COST PROPOSAL #: _____

COST PROPOSAL

DESCRIPTION OF CHANGE: _____

ITEM DESCRIPTION	MATERIAL			LABOR			EQUIPMENT		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
SUBTOTALS:			\$0.00			\$0.00			\$0.00

PTC MATERIAL	\$0.00	
PTC SALES TAX (8%)	\$0.00	
PTC LABOR	\$0.00	
PTC LABOR BURDEN (____%)	\$0.00	
PTC EQUIPMENT	\$0.00	
PTC SUBTOTAL DIRECT COSTS	\$0.00	
PTC FEE ON DIRECT COSTS (15%)	\$0.00	
SUBTOTAL		\$0.00
SUBCONTRACTOR MATERIAL	\$0.00	
SUBCONTRACTOR SALES TAX (8%)	\$0.00	
SUBCONTRACTOR LABOR	\$0.00	
SUBCONTRACTOR LABOR BURDEN (____%)	\$0.00	
SUBCONTRACTOR EQUIPMENT	\$0.00	
SUBCONTRACTOR SUBTOTAL DIRECT COSTS	\$0.00	
SUBCONTRACTOR FEE ON DIRECT COSTS (15%) (NO PTC FEE INCLUDED)	\$0.00	
5% PTC FEE ON SUBCONTRACTOR DIRECT COSTS	\$0.00	
SUBTOTAL		\$0.00
BOND (1%)		\$0.00
TOTAL		\$0.00

PREPARED & SUBMITTED BY: _____
 TITLE/COMPANY: _____

FIELD ORDER

Project Title: PUBLIC DEFENDER/ PROBATION DEPARTMENT BUILDING PROJECT

Prime Trade Contractor:

Please proceed with:

This Field Order will be superseded by a Change Order which will include the actual adjustments to the Contract Sum required by the additional work described above. A detailed cost breakdown must be submitted to ProWest Constructors before the Change Order can be processed.

Please call me if you have any questions.

Originator:

Prime Trade Contractor:

Distribution:

Attachments:

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AUTHORITY

CHANGE ORDER NO. _____

Date Issued: _____
Project No.: FM08240003992
Project Name: PUBLIC DEFENDER/ PROBATION DEPARTMENT
BUILDING PROJECT
Contract No.: _____
Contract Date: _____
To Prime Trade Contractor: _____
Address: _____

1. _____ on behalf of itself and its subcontractors, suppliers, employees and trust funds of all tiers and all individuals and/or entities referred to in California Civil Code sections 3110, 3111 and 3112:
 - a. Accepts the amount to be paid under this change order, and the time extensions granted by this change order, as payment in full for all costs, expenses and damages, known or unknown, direct or indirect (including without limitation, costs, expenses and damages resulting from delay, disruption, extended overhead, loss of productivity, impact, working out of sequence, acceleration, lost opportunity, etc.) incurred at any time (past, present or future) arising from:

Item No. 1:

ADD/DEDUCT: \$ _____

- b. Releases, acquits and discharges **THE OWNER**, its officers, agents and employees from all liability, claims, damages, demands or costs, known or unknown, arising from the matters referred to in paragraph 1.a.
- c. Expressly waives the provisions of section 1542 of the California Civil Code and understands that said section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

2. The parties acknowledge that this change order has been reviewed by them and approved as to its form and content. The parties agree that this change order is to be construed and interpreted without regard to the identity of the party drafting this change order.

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

(CA Civil Code § 8132)

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____
(PTC Name/Subcontractor/Supplier of PTC)

Name of Customer: _____
(Owner or PTC)

Job / Location: Riverside Public Defender/ Probation Department Building Project
Riverside, CA 92501

Owner: Riverside County Economic Development Agency

Through Date: _____

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
(Bank Name)

Amount of Check: \$ _____

Check Payable to: _____
(PTC Name/Subcontractor/Supplier of PTC)

Exceptions:

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date of waiver and release: _____
Amount of unpaid progress payment: \$ _____
Date of waiver and release: _____
Amount of unpaid progress payment: \$ _____
Date of waiver and release: _____
Amount of unpaid progress payment: \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature: Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

(CA Civil Code § 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____
(PTC Name/Subcontractor/Supplier of PTC)

Name of Customer: _____
(Owner or PTC)

Job / Location: Riverside Public Defender/ Probation Department Building Project
Riverside, CA 92501

Owner: Riverside County Economic Development Agency

Through Date: _____

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

The claimant has received the following progress payment:

\$ _____

Exceptions:

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature: Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**
(CA Civil Code § 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: _____
(PTC Name/Subcontractor/Supplier of PTC)

Name of Customer: _____
(Owner or PTC)

Job / Location: Riverside Public Defender/ Probation Department Building Project
Riverside, CA 92501

Owner: Riverside County Economic Development Agency

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
(Bank Name)

Amount of Check: \$ _____

Check Payable to: _____
(PTC Name/Subcontractor/Supplier of PTC)

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of \$ _____

Signature: Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**
(CA Civil Code § 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: _____
(PTC Name/Subcontractor/Supplier of PTC)

Name of Customer: _____
(Owner or PTC)

Job / Location: Riverside Public Defender/ Probation Department Building Project
Riverside, CA 92501

Owner: Riverside County Economic Development Agency

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of \$ _____

Signature:

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

PRIME TRADE CONTRACTOR DAILY REPORT

Prime Trade Contractor: _____

Date: _____ Day of Week: _____

Temperature: A.M. _____ P.M. _____

Weather: _____

MANPOWER (List Quantity)

Project Managers: _____

Superintendents: _____

Nonworking Foremen: _____

Working Foremen: _____

Other: _____

Journeyman: _____

Apprentices: _____

Laborers: _____

Other: _____

Other: _____

Date/Topic of Last Safety Meeting: _____

Unsafe or Hazardous Conditions: _____

Work Performed in Each Area: _____

Subcontractors on Site: _____

Delays/Problems: _____

Questions: _____

Shortages/Discrepancies of Delivered Materials: _____

Equipment Rented or Used: _____

NUMBER OF ADDITIONAL SHEETS ATTACHED: _____

Signed: _____

Printed Name: _____

Title: _____

**CONSTRUCTION CONTRACTOR / DESIGN PROFESSIONAL
COMPANY INFORMATION**

⇨ **THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY AND RETURNED** ⇩
BEFORE ANY PAYMENTS WILL BE MADE

Company Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Federal ID Number: _____ California Contractor's License No: _____

Website Address: _____

Contact Person: _____ Cellular Number: _____

E-Mail Address: _____

Owner Status (Check all that apply): SBE DBE WBE DVBE LBE
(Small Business Enterprise) (Disadvantaged) (Women-Owned) (Disabled Veteran) (Large)

Type of Company:

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Acoustical | <input type="checkbox"/> Electrical | <input type="checkbox"/> Horticulture/Nursery | <input type="checkbox"/> School Furnishings |
| <input type="checkbox"/> Aerial Photography | <input type="checkbox"/> Electrical Distributor | <input type="checkbox"/> Interior Design | <input type="checkbox"/> Security Services |
| <input type="checkbox"/> Air Compressor Distributor | <input type="checkbox"/> Electrical Engineering | <input type="checkbox"/> Landscape Architecture | <input type="checkbox"/> Sheet Metal |
| <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Electrical/Motor Repair | <input type="checkbox"/> Landscaping | <input type="checkbox"/> Shoring |
| <input type="checkbox"/> Alarm Systems | <input type="checkbox"/> Elevator Services | <input type="checkbox"/> Library Interior | <input type="checkbox"/> Sign Fabricator |
| <input type="checkbox"/> Alarm Installation | <input type="checkbox"/> Elevator/Escalator Services | <input type="checkbox"/> Locksmith | <input type="checkbox"/> Soil Remediation |
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Engineering | <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Structural Engineering |
| <input type="checkbox"/> Asbestos Removal | <input type="checkbox"/> Engraving | <input type="checkbox"/> Mechanical | <input type="checkbox"/> Subcontractor |
| <input type="checkbox"/> Cabinet Manufacturer | <input type="checkbox"/> Environmental | <input type="checkbox"/> Mechanical Engineering | <input type="checkbox"/> Supplier |
| <input type="checkbox"/> Civil Engineering | <input type="checkbox"/> Environmental Testing | <input type="checkbox"/> Painting/Wall Covering | <input type="checkbox"/> Surveying |
| <input type="checkbox"/> Cleaning Contractor | <input type="checkbox"/> Fencing | <input type="checkbox"/> Parking Control | <input type="checkbox"/> Technical Services |
| <input type="checkbox"/> Communications | <input type="checkbox"/> Fire Protection | <input type="checkbox"/> Photography | <input type="checkbox"/> Testing/Certification |
| <input type="checkbox"/> Composite Retrofitting | <input type="checkbox"/> Flooring | <input type="checkbox"/> Plumbing | <input type="checkbox"/> Theatrical Sales/Rental |
| <input type="checkbox"/> Computer Software | <input type="checkbox"/> Food Services | <input type="checkbox"/> Plumbing Distributor | <input type="checkbox"/> Traffic Signal Installer |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Gas Systems Inspections | <input type="checkbox"/> Project Control/Scheduling | <input type="checkbox"/> Tree Consulting |
| <input type="checkbox"/> Construction Contractor | <input type="checkbox"/> General Contractor | <input type="checkbox"/> Publication | <input type="checkbox"/> University Department |
| <input type="checkbox"/> Construction Manager | <input type="checkbox"/> Geotechnical Engineering | <input type="checkbox"/> Refrigeration | <input type="checkbox"/> User |
| <input type="checkbox"/> Consultant | <input type="checkbox"/> Glass Tinting | <input type="checkbox"/> Road/Paving contractor | <input type="checkbox"/> Wholesale Distributor |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Graphic Design | <input type="checkbox"/> Roofing | |
| <input type="checkbox"/> Door/Screen Repair | <input type="checkbox"/> HVAC | <input type="checkbox"/> Sales, Service & Installation | |

List ALL License Classification/Codes you are licensed to perform (i.e.: C-10, D001, etc.):

ECONOMIC DEVELOPMENT AGENCY OF RIVERSIDE COUNTY

Utility Service Interruption/Shut Down Request Form

A minimum of 14 calendar days advance notice is required prior to each utility service interruption/shut down (Section 01100, Article 4)

PROJECT: Riverside Public Defender/ Probation Department Building Project

TO: INSPECTOR OF RECORD (IOR):

FROM: CONTRACTOR:

The following Utility Service(s) is/are required to be interrupted/shut down as indicated. We certify that all research has been completed with the Owner, Construction Manager and Physical Plant Services (PPS) regarding impact of the interruption/shut down.

- 1. DATE SUBMITTED:
2. SHUT DOWN DATE REQUESTED:
3. COMMENCEMENT TIME OF SHUT DOWN:
4. DURATION OF SHUT DOWN:
5. TYPE OF UTILITY SERVICE TO BE SHUT DOWN:
6. ROOMS/AREAS IN WHICH WORK WILL BE DONE:
7. ANCILLARY ROOMS/AREAS THAT WILL BE AFFECTED:

REMARKS:

8. Superintendent's Name: Date: Signature: Date:

Owner Action

- 9. Date Forwarded to PPS By: I.O.R.
10. Confirmation by PPS: PPS will perform interruption/shut down on: Confirmed by: (Date) (Time)

cc: IOR, Contractor, PPS, Planner, PM, file

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AUTHORITY
PROJECT: RIVERSIDE PUBLIC DEFENDER/ PROBATION DEPARTMENT BUILDING PROJECT
RIVERSIDE, CA 92501

TO: _____ FROM: _____

1.	HAS USA BEEN NOTIFIED? WHEN? _____	YES	NO
2.	ARE ALL KNOWN UTILITIES MARKED?	YES	NO
3.	LOCATION OF DIG SHOWN ON ATTACHED SITE PLAN? PURPOSE _____	YES	NO
4.	DATES DIGGING WILL TAKE PLACE: _____		

SIGNED: _____

OWNER USE ONLY

DATE REC'D: _____

1.	UTILITIES VERIFIED BY IOR?	YES	NO
2.	DIG ACTIVITIES COORDINATED WITH ALL PARTIES?	YES	NO
3.	COMMENTS: _____		

DATE AUTHORIZED: _____ SIGNED: _____

DATE RETURNED: _____ SIGNED: _____
COMMENTS: (UNKNOWN UTILITIES ENCOUNTERED, DISRUPTIONS, SUCCESSES, WEATHER, ETC.) _____

COPIES: OWNER CONSULTANTS _____ _____
 _____ FILE

**PRE-BID
SUBSTITUTION REQUEST FORM**

ONLY ONE (1) REQUEST FOR SUBSTITUTION FOR EACH PRODUCT WILL BE CONSIDERED.
USE A SEPARATE SUBSTITUTION REQUEST FORM FOR EACH PROPOSED SUBSTITUTION.

TO: Economic Development Agency of Riverside County
PROJECT: Public Defender / Probation Department Building Project
PROJECT NO.: 08240003992

Bidder requests Substitution of the following material, product, thing or service:

Specification Section	Article No.
Specified Item	Address
Manufacturer's Name	Model or Catalog Number
Trade Name of Product	Specified Fabricators and Suppliers

For each proposed Substitution, list below where in the Specifications the item to be replaced is currently specified, the item specified in the Specifications and that is proposed to be replaced by the Substitution and a brief description of the proposed Substitution:

Specification Reference	Specified Item	Proposed Substitution

Respond to each of the following questions, attaching additional sheets if required:

In the case of a manufactured material, product or thing, does the manufacturer certify that the proposed Substitution is appropriate for use as an "equal" to the material, product, or thing specified? Yes No

If so, attach such certification.

Are maintenance services available? Yes No

If so, describe scope and terms, including any limitations on maintenance services: _____

Are replacements materials, products or things, and all parts thereof, available? Yes No

Contractor agrees to provide specified item in the event this Substitution Request is denied? Yes No

Does the Substitution affect dimensions shown On Drawings? Yes No

If so, clearly describe changes: _____

Will you pay for changes to the building design, including architectural, engineering and detailing costs caused by the acceptance of the requested Substitution? Yes No

Would the Substitution, if used, affect any other trades? Yes No

If so, describe each affect: _____

Would the Substitution, if used, affect your ability to meet The time periods for construction required by the Bidding Documents? Yes No

If so, describe each affect: _____

Are there any differences between Substitution and specified item? Yes No

If so, describe each difference: _____

Are the manufacturer's guarantees and warranties of the Substitution and the specified item the same? Yes No

If so, describe each difference or attach copy of all written guarantees and warranties provided for the Substitution : _____

Attach complete product data, including but not limited to laboratory tests, approval numbers, research report numbers, listings, and approved assembly descriptions as specified in Section _____ of the Specifications or as required by Governmental Authorities under Applicable Laws.

Contractor

County

By

Reviewed by:

Date

Date

Remarks

Design Consultant

Reviewed by:

SPACE RESERVED FOR COUNTY USE ONLY:

Decision on Substitution Request:

Grant

Deny

LIST OF DRAWINGS
LAW OFFICES FOR PUBLIC DEFENDER

9/17/09

SHEET NO.	TITLE SHEET - PROBATION DEPARTMENT	SHEET NO.	TITLE SHEET - LAW OFFICES	SHEET DATE
	COVER SHEET			10/30/12
G-000	TITLE SHEET			04/08/14
		G-001	CONDITION OF APPROVAL SHEET - LAW OFFICES	10/30/12
		G-100	BASEMENT CODE ANALYSIS	10/30/12
G-101A	FIRST FLOOR CODE ANALYSIS	G-101A	FIRST FLOOR CODE ANALYSIS	04/08/14
G-101B	FIRST FLOOR CODE ANALYSIS CHARTS PROBATION DEPARTMENT	G-101B	FIRST FLOOR CODE ANALYSIS CHARTS PROBATION DEPARTMENT	04/08/14
G-101C	FIRST FLOOR CODE ANALYSIS CHARTS PUBLIC DEFENDER DEPARTMENT			04/08/14
G-102A	SECOND FLOOR CODE ANALYSIS	G-102A	SECOND FLOOR CODE ANALYSIS	04/08/14
G-102B	SECOND FLOOR CODE ANALYSIS			10/30/12
		G-103	3RD FLOOR CODE ANALYSIS	10/30/12
		G-104	4TH FLOOR CODE ANALYSIS	10/30/12
		G-105	5TH FLOOR CODE ANALYSIS	10/30/12
		G-106	6TH FLOOR CODE ANALYSIS	10/30/12
		G-107	7TH FLOOR CODE ANALYSIS	10/30/12
		G-108	8TH FLOOR CODE ANALYSIS	10/30/12
		G-110	BASEMENT SIGNAGE PLAN	10/30/12
		G-111	1ST FLOOR SIGNAGE PLAN	04/08/14
G-112	SECOND FLOOR SIGNAGE PLAN	G-112	SECOND FLOOR SIGNAGE PLAN	04/08/14
		G-113	3RD FLOOR SIGNAGE PLAN	10/30/12
		G-114	4TH FLOOR SIGNAGE PLAN	10/30/12
		G-115	5TH FLOOR SIGNAGE PLAN	10/30/12
		G-116	6TH FLOOR SIGNAGE PLAN	10/30/12
		G-117	7TH FLOOR SIGNAGE PLAN	10/30/12
		G-118	8TH FLOOR SIGNAGE PLAN	10/30/12
G-120	ADDITIONAL SIGNAGE INFORMATION	G-120	ADDITIONAL SIGNAGE INFORMATION	04/08/14
		D-100	DEMOLITION BASEMENT PLAN	09/28/12
		D-101	DEMOLITION 1ST FLOOR PLAN	09/28/12
		D-102	DEMOLITION 2ND FLOOR PLAN	09/28/12
		D-103	DEMOLITION 3RD FLOOR PLAN	09/26/12
		D-104	DEMOLITION 4TH FLOOR PLAN	09/26/12
		D-105	DEMOLITION 5TH FLOOR PLAN	09/26/12
		D-106	DEMOLITION 6TH FLOOR PLAN	09/26/12
		D-107	DEMOLITION 7TH FLOOR PLAN	09/26/12
		D-108	DEMOLITION 8TH FLOOR PLAN	09/26/12
		D-120	DEMOLITION 1ST FLOOR ROOF	09/26/12
		D-121	DEMOLITION 8TH FLOOR & PENTHOUSE ROOF PLAN	09/28/12
		SD-100	EXISTING SITE PLAN	12/11/12
SD-101	SITE PLAN	SD-101	SITE PLAN	04/08/14
		SD-120	SITE DETAILS	12/11/12
		SD-121	TRAFFIC CONTROL PLAN	09/26/12
		A-010	BASEMENT DOOR SCHEDULE, ELEVATIONS, NOTES & DETAILS	10/30/12
A-011A	FIRST FLOOR DOOR SCHEDULE, ELEVATIONS & NOTES	A-011A	FIRST FLOOR DOOR SCHEDULE, ELEVATIONS & NOTES	04/08/14
A-011B	FIRST FLOOR WINDOW SCHEDULE, ELEV.	A-011B	FIRST FLOOR WINDOW SCHEDULE, ELEV.	04/08/14
A-012	SECOND FLOOR DOOR SCHEDULE, ELEVATIONS & NOTES	A-012	SECOND FLOOR DOOR SCHEDULE, ELEVATIONS & NOTES	04/08/14
		A-013	3RD FLOOR DOOR SCHEDULE, ELEVATIONS & NOTES	10/30/12
		A-014	4TH FLOOR DOOR SCHEDULE, ELEVATIONS & NOTES	10/30/12
		A-015	5TH FLOOR DOOR SCHEDULE, ELEVATIONS & NOTES	10/30/12
		A-016	6TH FLOOR DOOR SCHEDULE, ELEVATIONS & NOTES	10/30/12
		A-017	7TH FLOOR DOOR & WINDOW SCHEDULES, ELEVATIONS & NOTES	10/30/12
		A-018	8TH FLOOR DOOR & WINDOW SCHEDULES, ELEVATIONS & NOTES	10/30/12
A-020	DOOR & WINDOW DETAILS	A-020	DOOR & WINDOW DETAILS	04/08/14
		A-100	BASEMENT FLOOR PLAN	10/30/12
A-101	FIRST FLOOR PLAN	A-101	FIRST FLOOR PLAN	04/08/14
A-102	SECOND FLOOR PLAN	A-102	SECOND FLOOR PLAN	04/08/14
		A-103	3RD FLOOR PLAN	10/30/12
		A-104	4TH FLOOR PLAN	10/30/12
		A-105	5TH FLOOR PLAN	10/30/12
		A-106	6TH FLOOR PLAN	10/30/12
		A-107	7TH FLOOR PLAN	10/30/12

LIST OF DRAWINGS
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SHEET NO.	TITLE SHEET - PROBATION DEPARTMENT	SHEET NO.	TITLE SHEET - LAW OFFICES	SHEET DATE
		A-108	8TH FLOOR PLAN	12/11/12
A-108A	ENLARGED FLOOR PLANS	A-109A	ENLARGED FLOOR PLANS	04/08/14
A-109B	ENLARGED FLOOR PLANS	A-109B	ENLARGED FLOOR PLANS	04/08/14
		A-110	BASEMENT REFLECTED CEILING PLAN	10/30/12
A-111	FIRST FLOOR REFLECTED CEILING PLAN	A-111	FIRST FLOOR REFLECTED CEILING PLAN	04/08/14
A-112	SECOND FLOOR REFLECTED CEILING PLAN	A-112	SECOND FLOOR REFLECTED CEILING PLAN	04/08/14
		A-113	3RD FLOOR REFLECTED CEILING PLAN	10/30/12
		A-114	4TH FLOOR REFLECTED CEILING PLAN	10/30/12
		A-115	5TH FLOOR REFLECTED CEILING PLAN	10/30/12
		A-116	6TH FLOOR REFLECTED CEILING PLAN	10/30/12
		A-117	7TH FLOOR REFLECTED CEILING PLAN	10/30/12
		A-118	8TH FLOOR REFLECTED CEILING PLAN	10/30/12
A-120	FIRST FLOOR ROOF PLAN	A-120	FIRST FLOOR ROOF PLAN	04/08/14
		A-121	8TH FLOOR & PENTHOUSE ROOF PLAN	10/30/12
A-200A	NORTH ELEVATION	A-200A	NORTH ELEVATION	04/08/14
A-201A	EAST ELEVATION	A-201A	EAST ELEVATION	04/08/14
A-202A	SOUTH ELEVATION	A-202A	SOUTH ELEVATION	04/08/14
A-203A	WEST ELEVATION	A-203A	WEST ELEVATION	04/08/14
A-300	SECTIONS	A-300	SECTIONS	04/08/14
A-301	SECTIONS	A-301	SECTIONS	04/08/14
A-302	SECTIONS	A-302	SECTIONS	04/08/14
A-303	SECTIONS	A-303	SECTIONS	10/30/12
		A-304	SECTIONS	10/30/12
		A-400	BASEMENT FINISH PLAN	10/30/12
A-401	FIRST FLOOR FINISH PLAN	A-401	FIRST FLOOR FINISH PLAN	04/08/14
A-402	SECOND FLOOR FINISH PLAN	A-402	SECOND FLOOR FINISH PLAN	04/08/14
		A-403	THIRD FLOOR FINISH PLAN	10/30/12
		A-404	FOURTH FLOOR FINISH PLAN	10/30/12
		A-405	FIFTH FLOOR FINISH PLAN	10/30/12
		A-406	SIXTH FLOOR FINISH PLAN	10/30/12
		A-407	SEVENTH FLOOR FINISH PLAN	10/30/12
		A-408	EIGHTH FLOOR FINISH PLAN	10/30/12
A-411	INTERIOR ELEVATIONS FIRST FLOOR	A-411	INTERIOR ELEVATIONS FIRST FLOOR	04/08/14
A-411A	INTERIOR ELEVATIONS	A-411A	INTERIOR ELEVATIONS	04/08/14
A-412	INTERIOR ELEVATIONS 2ND FLOOR	A-412	INTERIOR ELEVATIONS 2ND FLOOR	04/08/14
		A-413	INTERIOR ELEVATIONS 3RD FLOOR	10/30/12
		A-414	INTERIOR ELEVATIONS 4TH FLOOR	10/30/12
		A-415	INTERIOR ELEVATIONS 5TH FLOOR	10/30/12
		A-416	INTERIOR ELEVATIONS 6TH FLOOR	10/30/12
		A-417	INTERIOR ELEVATIONS 7TH FLOOR	10/30/12
		A-418A	INTERIOR ELEVATIONS 8TH FLOOR	10/30/12
		A-418B	INTERIOR ELEVATIONS 8TH FLOOR	12/11/12
A-510	INTERIOR DETAILS	A-510	INTERIOR DETAILS	04/08/14
A-511	INTERIOR DETAILS	A-511	INTERIOR DETAILS	04/08/14
A-512	INTERIOR DETAILS	A-512	INTERIOR DETAILS	04/08/14
A-513	INTERIOR DETAILS			04/08/14
A-520	BUILDING DETAILS	A-520	BUILDING DETAILS	04/08/14
AD-103	GENERAL DETAILS	AD-103	GENERAL DETAILS	04/08/14
		S001	STRUCTURAL GENERAL NOTES I	10/30/12
		S002	STRUCTURAL GENERAL NOTES II	10/30/12
		S-1	STRUCTURAL DETAILS	04/08/14
		S100	TYPICAL CONCRETE DETAILS	10/30/12
		S101	TYPICAL CONCRETE DETAILS	10/30/12
		S102	TYPICAL CONCRETE DETAILS	10/30/12
		S110	TYPICAL METAL STUD DETAILS	10/30/12
		S111	TYPICAL METAL STUD DETAILS	10/30/12
		S200	LOWER FOUNDATION PLAN	10/30/12
		S200-D	FOUNDATION/FIRST FLOOR DEMOLITION PLAN	09/28/12
		S201	FOUNDATION /FIRST FLOOR FRAMING PLAN	10/30/12
		S202	SECOND FLOOR FRAMING PLAN	10/30/12

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SHEET NO.	TITLE SHEET - PROBATION DEPARTMENT	SHEET NO.	TITLE SHEET - LAW OFFICES	SHEET DATE
		S203	THIRD FLOOR FRAMING PLAN	10/30/12
		S204	FOURTH FLOOR FRAMING PLAN	10/30/12
		S205	FIFTH FLOOR FRAMING PLAN	10/30/12
		S206	SIXTH FLOOR FRAMING PLAN	10/30/12
		S207	SEVENTH FLOOR FRAMING PLAN	10/30/12
		S208	EIGHT FLOOR FRAMING PLAN	10/30/12
		S209	ROOF FRAMING PLAN	10/30/12
		S210	PENTHOUSE PLAN AND DETAILS	10/30/12
		S211	ENLARGED NEW FOUNDATION PLAN	10/30/12
		S301	WALL ELEVATIONS	10/30/12
		S302	WALL ELEVATIONS	10/30/12
		S303	WALL ELEVATIONS	10/30/12
		S310	PILE DETAILS	10/30/12
		S311	SPECIAL CONCRETE/SHOTCRETE WALLS DETAILS	10/30/12
		S312	CONCRETE DETAILS	10/30/12
		S313	CONCRETE DETAILS	10/30/12
		S314	CONCRETE DETAILS/MASONRY DETAILS	10/30/12
		S320	FOUNDATION SECTIONS	10/30/12
		S321	FOUNDATION SECTIONS	10/30/12
		M000	MECHANICAL SUPPLEMENTARY NOTES	10/30/12
		M001	MECHANICAL LEGEND NOTES & SCHEDULES	04/08/14
		M002	MECHANICAL SCHEDULES	10/30/12
		M003	MECHANICAL SCHEDULES	10/30/12
		M004	MECHANICAL SCHEDULES	10/30/12
		M005	MECHANICAL TITLE-24	10/30/12
		M006	MECHANICAL TITLE-24	10/30/12
M-101	MECHANICAL FIRST FLOOR PLAN			04/08/14
M-102	MECHANICAL FIRST FLOOR PLAN			04/08/14
M-103	MECHANICAL FIRST FLOOR PLAN			04/08/14
M-104	MECHANICAL FIRST FLOOR PLAN			04/08/14
		M200	MECHANICAL BASEMENT PLAN - PUBLIC DEFENDER	10/30/12
M201	MECHANICAL 1ST FLOOR PLAN - PUBLIC DEFENDER			10/30/12
M-201	MECHANICAL SECOND FLOOR PLAN - PROBATION DEPARTMENT			04/08/14
		M202	MECHANICAL 2ND FLOOR PLAN - PUBLIC DEFENDER	10/30/12
M-202	MECHANICAL SECOND FLOOR PLAN - PROBATION DEPARTMENT			04/08/14
		M203	MECHANICAL 3RD FLOOR PLAN	10/30/12
		M204	MECHANICAL 4TH FLOOR PLAN	10/30/12
		M205	MECHANICAL 5TH FLOOR PLAN	10/30/12
		M206	MECHANICAL 6TH FLOOR PLAN	10/30/12
		M207	MECHANICAL 7TH FLOOR PLAN	10/30/12
		M208	MECHANICAL 8TH FLOOR PLAN	10/30/12
		M209	MECHANICAL PENTHOUSE FLOOR PLAN	10/30/12
		M212	MECHANICAL PIPING 2ND FLOOR PLAN	10/30/12
		M213	MECHANICAL PIPING 3RD FLOOR PLAN	10/30/12
		M214	MECHANICAL PIPING 4TH FLOOR PLAN	10/30/12
		M215	MECHANICAL PIPING 5TH FLOOR PLAN	10/30/12
		M216	MECHANICAL PIPING 6TH FLOOR PLAN	10/30/12
		M217	MECHANICAL PIPING 7TH FLOOR PLAN	10/30/12
		M218	MECHANICAL PIPING 8TH FLOOR PLAN	10/30/12
M301	MECHANICAL ROOF PLAN	M301	MECHANICAL ROOF PLAN	04/08/14
		M302	MECHANICAL 8TH AND PENTHOUSE LEVEL ROOF PLAN	10/30/12
		M401	MECHANICAL DETAILS	10/30/12
		M402	MECHANICAL DETAILS	10/30/12
		M403	MECHANICAL DETAILS	10/30/12
		M501	MECHANICAL PIPING DIAGRAMS	10/30/12
		M502	MECHANICAL PENTHOUSE SECTION	10/30/12
		M801	TEMPERATURE CONTROL DIAGRAMS	10/30/12
		M802	TEMPERATURE CONTROL DIAGRAMS	10/30/12
		P000	PLUMBING SUPPLEMENTARY NOTES	10/30/12
P001	PLUMBING LEGEND NOTES & SCHEDULES			04/08/14

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SHEET NO	TITLE SHEET - PROBATION DEPARTMENT	SHEET NO	TITLE SHEET - LAW OFFICES	SHEET DATE
		P002	PLUMBING SCHEDULES AND CALCULATIONS	10/30/12
P-101	PLUMBING FIRST FLOOR OVERALL PLAN - PROBATION DEPARTMENT			04/08/14
P-102	ENLARGED PLUMBING FIRST FLOOR PLAN - WASTE AND VENT - PROBATION DEPARTMENT			04/08/14
P-103	ENLARGED PLUMBING FIRST FLOOR PLAN - COLD WATER & HOT WATER - PROBATION DEPARTMENT			04/08/14
P200	PLUMBING BASEMENT PLAN			10/30/12
P201	PLUMBING 1ST FLOOR PLAN - PUBLIC DEFENDER			10/30/12
P-201	PLUMBING SECOND FLOOR OVERALL PLAN - PROBATION DEPARTMENT			04/08/14
P202	PLUMBING 2ND FLOOR PLAN - PUBLIC DEFENDER			10/30/12
P202	ENLARGED PLUMBING SECOND FLOOR PLAN - WASTE AND VENT			04/08/14
P203	ENLARGED PLUMBING SECOND FLOOR PLAN - COLD WATER AND HOT WATER			04/08/14
P204	PLUMBING 4TH FLOOR PLAN			10/30/12
P205	PLUMBING 5TH FLOOR PLAN			10/30/12
P206	PLUMBING 6TH FLOOR PLAN			10/30/02
P207	PLUMBING 7TH FLOOR PLAN			10/30/12
P208	PLUMBING 8TH FLOOR PLAN			10/30/12
P-209	PLUMBING PENTHOUSE PLAN			10/30/12
P301	PLUMBING LOWER LEVEL ROOF PLAN			10/30/12
P-302	PLUMBING 8TH & PENTHOUSE LEVEL ROOF PLAN			10/30/12
P401	PLUMBING DETAILS			10/30/12
E000	ELECTRICAL SUPPLEMENTARY NOTES			10/30/12
E001	ELECTRICAL SYMBOL LIST, ABBREVIATIONS AND GENERAL NOTES			10/30/12
E010	ELECTRICAL LIGHTING FIXTURE & FEEDER SCHEDULES			10/30/12
E011	ELECTRICAL TITLE 24 COMPLIANCE FORMS-INTERIOR			10/30/12
E-0.1	ELECTRICAL LEGENDS & NOTES			04/08/14
E-0.2	LUMINAIRE SCHEDULE			04/08/14
E-0.3	SINGLE LINE DIAGRAM			04/08/14
E-0.4	PANEL SCHEDULES			04/08/14
E-0.5	PANEL SCHEDULES			04/08/14
E100	ELECTRICAL SITE PLAN			10/30/12
E-1.1	FIRST FLOOR POWER PLAN			04/08/14
E-1.2	FIRST FLOOR COMMUNICATION PLAN			04/08/14
E200	ELECTRICAL BASEMENT LIGHTING PLAN			10/30/12
E201	ELECTRICAL 1ST FLOOR LIGHTING PLAN			10/30/12
E202	ELECTRICAL 2ND FLOOR LIGHTING PLAN			10/30/12
E203	ELECTRICAL 3RD FLOOR LIGHTING PLAN			10/30/12
E204	ELECTRICAL 4TH FLOOR LIGHTING PLAN			10/30/12
E205	ELECTRICAL 5TH FLOOR LIGHTING PLAN			10/30/12
E206	ELECTRICAL 6TH FLOOR LIGHTING PLAN			10/30/12
E207	ELECTRICAL 7TH FLOOR LIGHTING PLAN			10/30/12
E208	ELECTRICAL 8TH FLOOR LIGHTING PLAN			10/30/12
E-2.1	FIRST FLOOR LIGHTING PLAN			04/08/14
E300	ELECTRICAL BASEMENT POWER PLAN			10/30/12
E301	ELECTRICAL 1ST FLOOR POWER PLAN			10/30/12
E302	ELECTRICAL 2ND FLOOR POWER PLAN			10/30/12
E303	ELECTRICAL 3RD FLOOR POWER PLAN			10/30/12
E304	ELECTRICAL 4TH FLOOR POWER PLAN			10/30/12
E305	ELECTRICAL 5TH FLOOR POWER PLAN			10/30/12
E306	ELECTRICAL 6TH FLOOR POWER PLAN			10/30/12
E307	ELECTRICAL 7TH FLOOR POWER PLAN			10/30/12
E308	ELECTRICAL 8TH FLOOR POWER PLAN			10/30/12
E309	ELECTRICAL PENTHOUSE POWER PLAN			10/30/12
E-3.1	SECOND FLOOR POWER PLAN			04/08/14
E-3.2	SECOND FLOOR COMMUNICATION PLAN			04/08/14
E400	BASEMENT COMMUNICATION PLAN			09/26/12
E401	ELECTRICAL 1ST FLOOR COMMUNICATION PLAN			09/26/12
E402	ELECTRICAL 2ND FLOOR COMMUNICATION PLAN			09/26/12
E403	ELECTRICAL 3RD FLOOR COMMUNICATION PLAN			09/26/12
E404	ELECTRICAL 4TH FLOOR COMMUNICATION PLAN			09/26/12
E405	ELECTRICAL 5TH FLOOR COMMUNICATION PLAN			09/26/12

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SHEET NO.	TITLE SHEET - PROBATION DEPARTMENT	SHEET NO.	TITLE SHEET - LAW OFFICES	SHEET DATE
E406	ELECTRICAL 6TH FLOOR COMMUNICATION PLAN			09/26/12
E407	ELECTRICAL 7TH FLOOR COMMUNICATION PLAN			09/26/12
E408	ELECTRICAL 8TH FLOOR COMMUNICATION PLAN			09/26/12
E409	ELECTRICAL PENTHOUSE COMMUNICATION PLAN			09/26/12
E-4.1	SECOND FLOOR LIGHTING PLAN			04/08/14
E500	BASEMENT MECHANICAL EQUIPMENT POWER PLAN			10/30/12
E501	ELECTRICAL 1ST FLOOR MECHANICAL EQUIPMENT POWER PLAN			10/30/12
E502	ELECTRICAL 2ND FLOOR MECHANICAL EQUIPMENT POWER PLAN			10/30/12
E503	ELECTRICAL 3RD FLOOR MECHANICAL EQUIPMENT POWER PLAN			10/30/12
E504	ELECTRICAL 4TH FLOOR MECHANICAL EQUIPMENT POWER PLAN			10/30/12
E505	ELECTRICAL 5TH FLOOR MECHANICAL EQUIPMENT POWER PLAN			10/30/12
E506	ELECTRICAL 6TH FLOOR MECHANICAL EQUIPMENT POWER PLAN			10/30/12
E507	ELECTRICAL 7TH FLOOR MECHANICAL EQUIPMENT POWER PLAN			10/30/12
E508	ELECTRICAL 8TH FLOOR MECHANICAL EQUIPMENT POWER PLAN			10/30/12
E509	ELECTRICAL PENTHOUSE MECHANICAL EQUIPMENT POWER PLAN			10/30/12
E510	ELECTRICAL LOWER LEVEL ROOF POWER PLAN			10/30/12
E511	ELECTRICAL 8TH AND PENTHOUSE LEVEL ROOF POWER PLAN			10/30/12
E-5.1	ELECTRICAL DETAILS			04/08/14
E-5.2	ELECTRICAL DETAILS			04/08/14
E601	ELECTRICAL ENLARGED PLANS			10/30/12
E602	ELECTRICAL COMMUNICATION ENLARGED PLANS			10/30/12
E700	ELECTRICAL GROUNDING RISER DIAGRAM			10/30/12
E701	ELECTRICAL DETAILS			10/30/12
E702	ELECTRICAL TELECOM RISER DIAGRAM			10/30/12
E703	ELECTRICAL DETAILS			10/30/12
E704	ELECTRICAL DETAILS			10/30/12
E800	ELECTRICAL SINGLE LINE DIAGRAM			10/30/12
E801	ELECTRICAL SINGLE LINE DIAGRAM			10/30/12
E802	ELECTRICAL SINGLE LINE DIAGRAM			10/30/12
E900	ELECTRICAL PANEL SCHEDULES			10/30/12
E901	ELECTRICAL PANEL SCHEDULES			10/30/12
E902	ELECTRICAL PANEL SCHEDULES			10/30/12
E903	ELECTRICAL PANEL SCHEDULES			10/30/12
E904	ELECTRICAL PANEL SCHEDULES			10/30/12
E905	ELECTRICAL PANEL SCHEDULES			10/30/12
F000	FIRE SUPPLEMENTARY NOTES			09/26/12
F001	FIRE PROTECTION GENERAL NOTES, LEGENDS, AND ABBREVIATIONS			09/26/12
F002	FIRE ALARM GENERAL NOTES, LEGENDS, AND ABBREVIATIONS			09/26/12
FAD200	FIRE ALARM DEMOLITION BASEMENT PLAN			09/26/12
FAD201	FIRE ALARM DEMOLITION 1ST FLOOR PLAN			09/26/12
FAD202	FIRE ALARM DEMOLITION 2ND-8TH FLOOR PLANS (TYPICAL)			09/26/12
FAD209	FIRE ALARM DEMOLITION PENTHOUSE FLOOR PLAN			09/26/12
FA200	FIRE ALARM BASEMENT PLAN			09/26/12
FA201	FIRE ALARM 1ST FLOOR PLAN			09/26/12
FA202	FIRE ALARM 2ND FLOOR PLAN			09/26/12
FA203	FIRE ALARM 3RD FLOOR PLAN			09/26/12
FA204	FIRE ALARM 4TH FLOOR PLAN			09/26/12
FA205	FIRE ALARM 5TH FLOOR PLAN			09/26/12
FA206	FIRE ALARM 6TH FLOOR PLAN			09/26/12
FA207	FIRE ALARM 7TH FLOOR PLAN			09/26/12
FA208	FIRE ALARM 8TH FLOOR PLAN			09/26/12
FA209	FIRE ALARM PENTHOUSE FLOOR PLAN			09/26/12
FA302	FIRE ALARM 8TH AND PENTHOUSE LEVEL ROOF PLAN			09/26/12
FPD200	FIRE PROTECTION DEMOLITION BASEMENT PLAN			09/26/12
FPD201	FIRE PROTECTION DEMOLITION 1ST FLOOR PLAN			09/26/12
FPD202	FIRE PROTECTION DEMOLITION 2ND-8TH FLOOR PLANS (TYPICAL)			09/26/12
FPD209	FIRE PROTECTION DEMOLITION PENTHOUSE FLOOR PLAN			09/26/12
FP200	FIRE PROTECTION BASEMENT PLAN			09/26/12
FP201	FIRE PROTECTION 1ST FLOOR PLAN			09/26/12
FP202	FIRE PROTECTION 2ND FLOOR PLAN			09/26/12

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SHEET NO.	TITLE SHEET - PROBATION DEPARTMENT	SHEET NO.	TITLE SHEET - LAW OFFICES	SHEET DATE
FP203	FIRE PROTECTION 3RD FLOOR PLAN			09/26/12
FP204	FIRE PROTECTION 4TH FLOOR PLAN			09/26/12
FP205	FIRE PROTECTION 5TH FLOOR PLAN			09/26/12
FP206	FIRE PROTECTION 6TH FLOOR PLAN			09/26/12
FP207	FIRE PROTECTION 7TH FLOOR PLAN			09/26/12
FP208	FIRE PROTECTION 8TH FLOOR PLAN			09/26/12
FP209	FIRE PROTECTION PENTHOUSE FLOOR PLAN			09/26/12
FP302	FIRE PROTECTION 8TH AND PENTHOUSE LEVEL ROOF PLAN			09/26/12
F401	FIRE DETAILS			09/26/12
F402	FIRE WIRING DIAGRAM			09/26/12
SHEET NO.	TITLE SHEET - VOICE AND DATA INFRASTRUCTURE IMPROVMENTS			SHEET DATE
1 of 11	OUTSIDE PLANT INSTALLATION PLAN			06/17/15
2 of 11	OUTSIDE PLANT INSTALLATION PLAN			06/17/15
3 of 11	OUTSIDE PLANT INSTALLATION PLAN			06/17/15
4 of 11	OUTSIDE PLANT INSTALLATION PLAN			06/17/15
5 of 11	OUTSIDE PLANT INSTALLATION PLAN			06/17/15
6 of 11	OUTSIDE PLANT INSTALLATION PLAN			06/17/15
7 of 11	OUTSIDE PLANT INSTALLATION PLAN			06/17/15
8 of 11	OUTSIDE PLANT INSTALLATION PLAN			06/17/15
9 of 11	OUTSIDE PLANT INSTALLATION PLAN			06/17/15
10 of 11	OUTSIDE PLANT INSTALLATION PLAN			06/17/15
11 of 11	OUTSIDE PLANT INSTALLATION PLAN			06/17/15

SECTION 011000

SUMMARY OF WORK

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Work Sequence
- B. Owner Occupancy
- C. Owner-Furnished Items

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Description of Work:

- 1. The project includes the renovation of a 8 story metal stud and cast in place, building. The modification of street surface and the upgrade of utility feeds to the building. The project consists of site utilities, site concrete, AC paving, cast-in-place concrete building slab, cabinets, roofing, hollow metal core and frames, aluminum curtainwall, windows, metal stud framing, drywall, lath & plaster, masonry, acoustical ceilings, painting, plumbing, HVAC and electrical systems. Total square footage of the building is 77,000. This includes Owner Furnished Contractor Installed (OFCI) equipment.

B. Contracting of Work:

- 1. The Project will be constructed using Multiple Prime Trade Contractors, totaling 29 unique Contract Packages as issued by the Construction Manager, with each Prime Trade Contractor executing a direct contract with the Owner.
- 2. The Owner will provide full time, on site Construction Management, including coordination and scheduling for the entire Project.
- 3. The Owner's Construction Manager and the Prime Trade Contractors as specified in the respective Prime Trade Contracts will provide the following temporary facilities:
 - a. Temporary electricity (see General Trades Scope of Work).
 - b. Temporary safety lighting (see General Trades Scope of Work).
 - c. Temporary water (see General Trades Scope of Work).
 - d. Temporary sanitary facilities (see General Scopes of Work).
 - e. Temporary fire protection (see General Scopes of Work).
 - f. Barriers and enclosures (see General Scopes of Work).
 - g. Security (see General Scopes of Work).
 - h. Access roads and parking areas (see General Scopes of Work).
 - i. Temporary water control (see General Scopes of Work).
 - j. Project identification and information signs (see General Scopes of Work).
 - k. Construction Manager's field office (see General Scopes of Work).
- 4. Where the, "Contractor" is used throughout the Specifications, it shall be interpreted to mean "Prime Trade Contractor".
- 5. Each Prime Trade Contractor shall provide the work specified in all Division 1 sections as applies to the work of individual Prime Trades Contract Package.
- 6. The scopes of Work of individual Prime Trade Contract Packages are complimentary, Conflicts and discrepancies will be resolved by the Construction Manager.

7. In some cases, the Scope of Work of individual Bid Packages as defined in Sections 01011 will supersede the responsibilities outlined in Paragraphs 1.02.B.1 and 1.02B.3 above

1.03 EXISTING CONDITIONS

- A. Contractor shall investigate, verify and be responsible for existing conditions of the project.
- B. Prior to commencing the Work, the Contractor and the Construction Manager shall tour the site together to examine and record damage to existing adjacent buildings and improvements. This record shall serve as a basis for determination of subsequent damage due to the Contractor's operations and shall be signed by all parties making the tour. Any cracks, sags, or damage to the adjacent buildings and improvements not noted in the original survey, but subsequently discovered, shall be reported to the Construction Manager.

1.04 WORK SEQUENCE

- A. Construct Work in stages to accommodate Owner's use of adjacent facilities during construction. Coordinate Progress Schedule and Owner Occupancy during construction.

1.05 CONTRACTOR USE OF PREMISES

- A. Contractor shall limit use of premises for work, for storage, and for access to allow:
 - 1. Owner occupancy.
 - 2. Work by other contractors.
 - 3. Public usage.
- B. Coordinate use of premises under direction of Owner.
- C. Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- D. The general areas for work are shown on the Drawings, and the Contractor shall confine the operations accordingly. When necessary to work outside these general areas in order to comply with the Contract Documents, the Contractor shall work within limits approved by the Construction Manager in written form, and arranged prior to construction start.
- E. Debris dropped on the immediate area due to work, service access ways or streets under this Contract, shall be promptly cleaned up by the Contractor to the satisfaction of the Construction Manager.
- F. Noise from job equipment shall be kept to a minimum by use of adequate mufflers and other appropriate means.
- G. No work shall be done outside normal 7:00 a.m. – 5:00 p.m. working hours, on holidays or weekends, unless authorized in writing by Owner and permitted by the City of Riverside.

1.06 OWNER FURNISHED / CONTRACTOR INSTALLED PRODUCTS

- A. Owner Responsibilities:
 - 1. Deliver supplier's bill of materials to Contractor.
 - 2. Arrange and pay for delivery to site in accordance with Progress Schedule.

3. Inspect deliveries jointly with Contractor's Representative.
4. Submit claims for transportation damage or missing items.
5. Arrange for manufacturer's field services; arrange for and deliver manufacturer's warranties and bonds to Contractor.

B. Contractor Responsibilities:

1. Designate submittals and delivery date for each product in Progress Schedule.
2. Review shop drawings, product data, samples, and other submittals. Submit to Construction Manager with notification of any observed discrepancies or problems anticipated due to non-conformance with Contract Documents.
3. Receive and unload products at site.
4. Inspect deliveries jointly with Construction Manager; record shortages and damaged or defective items.
5. Handle products at site, including uncrating and storage.
6. Protect products from damage and from exposure to the elements.
7. Assemble, install, connect, adjust and finish products.
8. Provide installation inspections required by public authorities.
9. Repair or replace items damaged by Contractor.

1.07 DESIGN / BUILD WORK

NOT USED

1.08 PUBLICITY RELEASES

- A. Do not release any information, story, photograph, plan or drawing relating to the project to anyone, including press or other public communications medium, except as submitted and approved for release by appropriate public relations authority of the Construction Manager.

1.09 PERMITS

- A. The Project will be constructed under a permit from the County of Riverside. There may be various permits from the City of Riverside and local utility companies. Obtain City building permits for own Scope of Work. Owner to reimburse cost of permit, when provided with invoice.

1.10 LAYOUTS & MEASUREMENTS

A. General:

1. The Contractor shall verify at the site all measurements shown on the drawings and shall consult the plans, drawings, and specifications for work other than that under this contract, which he/she may come in contact with, or which may in any manner affect the work to be performed under this contract, and to make proper provisions for it in laying out and executing the work to be performed under this contract.

2. Contractor shall verify all lines, levels, and dimensions shown on the drawings and shall be held strictly responsible for the accuracy of the setting out of all work, and for its strict conformity with existing conditions at the site, and the Contractor shall be responsible for any loss or damage to others, which may be caused by, or which may result from, the failure of the Contractor to set out or perform his/her work correctly.
- B. Coordination Drawings: Comply with requirements of Section 01040.
- C. Mechanical:
1. Drawings showing location of equipment, piping, ductwork, etc., are diagrammatic, and job conditions will not always permit their installation in the location shown. The Mechanical Drawings show the general arrangement of all piping, ductwork, equipment, etc., and shall be followed as closely as existing conditions, actual building construction, and the work of other trades will permit. The Architectural Drawings shall be considered a part of the Mechanical work insofar as these Drawings furnish the Contractor with information relating to design and construction of the building. Architectural Drawings shall take precedence over Mechanical Drawings. Because of the small scale of the Mechanical Drawings, it is not possible to indicate all offsets, fittings and accessories which may be required.
 2. The Contractor shall investigate the structural and finish conditions affecting the work and shall arrange the work accordingly, providing such fittings, valves and accessories as may be required to meet conditions. When job conditions do not permit installation of equipment, piping, ductwork, etc., in the locations shown, it shall be brought to the Construction Manager's attention immediately, and the relocation determined in a joint conference. The Contractor will be held responsible for the relocation of any items without first obtaining the Construction Manager's approval. Contractor shall remove and relocate such items at his/her own expense if so directed by the Construction Manager.
- D. Electrical:
1. Drawings are essentially diagrammatic to the extent that many offsets, bends, special fittings, and the exact locations of items are not shown, unless specifically dimensioned.
 2. Exact routing of wiring and locations of outlets, panels, and other items, shall be governed by structural conditions, and materials and equipment already in place. Use data in the Contract Documents. In addition, the Construction Manager reserves the right, at no increase in Contract Price, to make any reasonable change in locations of exposed electrical items, to group them into orderly relationships and/or increase their utility. Verify the Construction Manager's requirement in this regard prior to roughing-in.
 3. Dimensions, locations of doors, partitions and similar physical features shall be taken from Architectural Drawings, and verified at the site as part of the Work of this Division. Consult the Architectural Drawings for exact location of outlets to center with architectural features, panels, and similar items, at the approximate locations shown on the Electrical Drawings.
 4. Mounting heights of brackets, outlets, and similar items, shall be as required.
 5. Drawings indicate, generally, routes of all branch circuits. All runs to panels are indicated as starting from nearest outlet, pointing to direction of panel. Continue all such circuits, conduits to panel as though routes were indicated in their entirety.

6. Work out all "tight" conditions involving Work of other Divisions in advance of installation.

1.11 START OF WORK

- A. Prior to, and as a condition of commencement of construction work, the Contractor shall have obtained not less than the following:
 1. Notice to Proceed
 2. Insurance
 3. Approved Cost Breakdown
 4. Preliminary Contract Schedule of work approved
 5. Review of all existing in-place, as-built conditions with the Owner.

1.12 UNIT PRICES

- A. Unit Prices, where referred to in the Bid Form, Agreement, and General Conditions, shall be calculated as follows:
 1. Unit prices shall include labor, materials, equipment, all other direct and indirect costs necessary to complete the item of work, to coordinate the Unit price work with adjacent work, to compensate for all expenses incurred due to delays in performance and shall include overhead and profit. Prime Trade Contractor shall accept compensation computed in accordance with the Unit prices as full compensation for furnishing such additional work.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

**** END OF SECTION ****

SECTION 011200.01
SCOPE OF WORK – GENERAL TRADES PACKAGE

1.0 SCOPE OF WORK – SPECIFICATIONS

Furnish all labor, material, equipment, taxes, and supervision necessary to perform all requirements of the following specification sections in complete accordance with the Contract Documents:

- .1 Section 06200 – Finish Carpentry (as applies)
- .2 Section 11027 – Knox Boxes
- .3 Section 011900 – Surveying & Layout
- .4 Section 015200 – Temporary Facilities & Controls
- .5 Section 016600 – Transportation and Handling
- .6 Section 017329 – Cutting and Patching
- .7 Section 017419 – Construction Waste Management
- .8 Section 017419.1 – Waste Disposal and Diversion Reporting Form
- .9 Section 017419.2 – Waste Material Disposition Summaries
- .10 Section 018113 – LEED Requirements

2.0 SCOPE OF WORK - GENERAL

Prime Trade Contractor also includes, **but is not limited to**, the following general items required for Prime Trade Contractor's Work:

ADMINISTRATION

- .1 Permits, licenses, and fees required for this scope of work, including those required for delivery; set up and use of Prime Trade Contractor's cranes and equipment.
- .2 Submittals, shop drawings, manufacturer's data, samples, mockups, as-builts, warranty and guarantee.
- .3 Provide ten (10) copies of all submittals including shop drawings, product data and samples.
- .4 Coordinate work with all Prime Trade Contractors.
- .5 Weekly updates of as-built documents onto Construction Manager's plan set. Do not cover work prior to as-built updates. Include transparencies, CADD files, etc., and transfer all weekly as-built information, including RFI's, to these close-out documents.
- .6 Schedule material and equipment deliveries in a timely manner. Receive, unload, provide storage sheds, secure and protect all material and equipment. Limited on-site staging will be determined by Construction Manager and subject to several moves and/or setups over project duration as directed by Construction Manager. The Owner and Construction Manager are not responsible for any cost due to loss or damage to material and/or equipment.

- .7 Protection of all work and continued maintenance of same until accepted by Owner.
- .8 Multiple move-ons as required to meet this scope of work and the Prime Trade Contractor Schedule and Master Project Schedule.
- .9 Haul away from site all excavated spoils generated.
- .10 Schedule and coordinate all inspections and testing required for own work. Copy Construction Manager on all communications with Inspectors. Cost of re-inspection due to non-compliant work shall be the responsibility of Prime Trade Contractor.
- .11 When using scaffolding and/or temporary stairs provided by Separate Contractors, provide all waivers of liability and indemnification as required by Separate Contractors as regards scaffolding and/or temporary stairs.
- .12 When using any manufacturer or product which is not listed first in the specifications, include all additional impact costs such as field coordination, required modifications by Separate Contractors, redesign by Architect/Engineer, and similar costs.
- .13 Some Scopes of Work overlap the Scopes of Work of other Contractors. This does not absolve either Contractor of their obligation to complete their scope of work. In all cases of dispute, the Owner and/or Construction Manager shall have the final decision as to responsibility and/or payment allocation.
- .14 Daily workforce count report is due to the Construction Manager's field office no later than 8:00 AM each day. Written Daily Reports are to be submitted to the Construction Manager's field office by 2:00 PM each day.
- .15 Owner will provide limited vertical and horizontal control as described in Section 011900 – Scope of Work – Surveying & Layout. Prime Trade Contractor shall include all additional surveying and layout as required. Prime Trade Contractor is responsible for all costs associated with the destruction of survey points.

SUPERVISION

- .16 Attend pre-installation meetings prior to commencement of work.
- .17 Attend weekly Prime Trade Contractor coordination meetings. Field Supervisor and Project Manager must attend.
- .18 A minimum of one Superintendent/Foreman is required for duration of own work on project. Superintendent/Foremen must be on site when work is being performed. Superintendent/Foreman may not be changed without Construction Manager's approval. Subcontractors are to be supervised by Superintendent/Foreman. On site Foreman, Superintendent and Project Manager must have a cellular phone to allow the Construction Manager to contact them during construction hours. Provide 24-hour contact phone number to call in case of emergency.

SAFETY

- .19 Welding and temporary power for welding. Submit welder's certifications. Provide welding procedures. All onsite welding shall be done with OSHA approved protective shield, and shields must be in place prior to start of welding work. Shields are required to protect the general public and onsite workers from direct eye contact to welder's arc and keep welding slag spotter confined to the designated welding area.

- .20 Safety requirements for own work. OSHA approved personal protective safety equipment such as hard hats, work shoes, gloves, goggles, masks, vests, harnesses, etc. shall be worn by all personnel and third-party deliverymen at all times when on project site.
- .21 OSHA permits & safety compliance requirements and continued adherence to all OSHA safety regulations are required to perform all work scope activities.
- .22 OSHA approved temporary supports, bracings and accessories to complete own work.

FIELD

- .23 Temporary power, portable lighting and extension cords necessary to complete work that is not within 100 feet of buildings. Temporary 120 volt electrical power distribution (spider boxes) in structures will be provided by Electrical Prime Trade Contractor. Include special and/or task lighting required for own work. Include all temporary power requirements for needs other than 120 volts. Construction Manager will provide source of water at a fire hydrant, including meter. Include water distribution, water trucks, and hoses/piping from meter to area of work as required. Water and power usage will be paid by Owner.
- .24 All temporary power, lighting, communication, and security required for own jobsite office trailer. Availability of space to be confirmed with Construction Manager.
- .25 Drinking water, ice and cups for own workforce.
- .26 Hoisting for own work.
- .27 Scaffolding for own work (unless otherwise noted in Section 3.0 below).
- .28 Adequate labor to broom clean work areas on a daily basis. Each Prime Trade Contractor shall provide one laborer, for a minimum of two days per week (Wednesday and Friday) who shall be assigned to composite jobsite clean-up crew until project completion. The Construction Manager will manage the composite crew and determine time and extent of clean-up. If Prime Trade Contractor does not provide clean-up labor, the Owner will provide clean-up labor and debit the cost to clean-up from Prime Trade Contractor's account via a deductive change order on a monthly basis. This will be strictly enforced. Clean-up of debris to be deposited in the dumpster on a daily basis. Break down boxes, crates, and all packing material. Dumpsters are provided for non-hazardous waste only.
- .29 Responsible for implementation of applicable best management practices within the SWPPP for own work and for replacement or repair of SWPPP control measures disturbed by own operations.
- .30 Traffic control, flagmen, or barricades, including trench plates and/or temporary asphalt patching for own work and accessibility for other trades to the site as required and approved by Construction Manager. During trenching operations outside the project fence, provide 6' high chain link fencing on all sides of excavation.
- .31 Provide approved backing, head-out, wall, floor and/or ceiling opening layout requirements and coordinate with all other Prime Trade Contractors before work starts, by communicating in writing with all affected Prime Trade Contractors of job conditions. If Prime Trade Contractor fails to provide timely notice to all affected Prime Trade Contractors before work starts, the non-compliant Prime Trade Contractor shall pay all rework ripple costs to correct the deficient work product.

- .32 All vehicle and equipment refueling and maintenance to be performed in designated equipment fueling areas, as coordinated with Construction Manager.
- .33 Relocate temporary construction services as required to perform work to locations approved by Construction Manager; i.e., toilets, fencing, barricades, scaffolding, etc. Site is to be safe, clean and secure at all times.
- .34 No eating inside of buildings – eat only in designated lunch areas. Provide clean-up of all food waste and trash to dumpster immediately after eating. No smoking within the perimeter of building. No am/fm radios, CD players, iPods, MP3 players, i-Phones, head phones or ear buds of any type, etc. on site.
- .35 Park in designated areas only as directed by Construction Manager. No stopping or parking allowed in Fire Lanes. Violators will be ticketed or towed at violator's expense.

LOCAL

- .36 Project Specific Items:
 - .a Schedule and coordinate all agency inspections and testing required to complete own work through Construction Manager. Provide timely notice, so as not to delay work. Cost of re-inspections due to non-compliant work product shall be the responsibility of the Prime Trade Contractor. All agency communication shall be coordinated with Construction Manager. Prime Trade Contractor to review and comply with all testing, inspection and Observation Program requirements.
 - .b The Jobsite is adjacent to existing occupied County facilities with ongoing activities. Weekday (i.e., Monday through Friday) work hour time is from 7:00 AM to 5:00 PM. Project schedule plan considers these work hours. Weekend work must be pre-approved by the Owner and Construction Manager. Some work may require working off hours and must be scheduled with the Construction Manager to be approved by the Owner.
 - .c Provide traffic control, flagmen, or barricades, including slip-resistant trench plates, and/or temporary asphalt patching for own work, and accessibility for other trades to the site work areas as required and approved by Construction Manager.
 - .d No smoking on County property.
 - .e All waivers of liability and indemnification shall be submitted as required by Prime Trade Contractors before using scaffolding supplied by other Prime Trade Contractors.
 - .f Project Site has limited Contractor laydown space. As such, Contractors will be required to work out of "gang" boxes within interior of project building as directed by the Construction Manager.

3.0 SCOPE OF WORK – SPECIFIC

Prime Trade Contractor also includes, **but is not limited to**, the following specific items:

Prior to submitting bid, General Trades Contractor to perform a comprehensive site review of new space and existing project conditions to ensure General Trades Contractor is submitting a complete, comprehensive proposal. General Trades Contractor to review and adhere to current ProWest Constructors Site Logistics Plan CM1.0. Place and maintain temporary facilities accordingly.

Bidder's proposal for the following general condition requirements are to be quoted with an anticipated total duration of exactly eight (8) months, after which time, Bidder will be responsible for demobilization of all requirements, including code compliant cut & cap of temporary utilities.

- .1 Provide cost to furnish, deliver, connect, fuel and maintain one 25kVA Temporary Generator to feed the projects temporary power and lighting.

Furnish same as, or similar to the following Temp Generator Specification:

Manufacturer: Multiquip
Model: MQPPP240, 60HZ, 240kW, 240/480 V, 722/361 Amps
AC Generator Model: DF-3300C, 3 PH (4-Wires)
Engine Model: Cummins QSL9-G3, Type 6 Cyl, 4 cycle

- .2 Provide cost to furnish, deliver, install, energize, and maintain temporary power and lighting to project including, but not limited to:

- Monthly power utility fees;
- Four each temporary power poles;
- Temporary hook-up to power poles;
- Yard lighting at top of each temporary power poles (figure 4 total).
- Transformers (requires multiple transformers for a complete set-up), temporary main switch and transformers sized to provide minimum 400 amps;
- Power Cabling to each of nine building levels (includes basement);
- Temporary Power to Building Elevator;
- 1 each spider box at each basement (2 total), 4 each spider boxes at Levels 2 thru 8, one spider box in Penthouse;
- 100' of power cord and adaptor per spider box;
- Light strings at each level as required for a safe working environment within construction zones. Candle Power to be per CALOSHA standards. Use coated wire cages, chain and bulbs for safe lighting. Maintain temporary lighting until removed.
- 3 each wobble lights at each basement (6 total), 4 each wobble lights at Levels 1 thru 8, 1 each wobble light in Penthouse. Same as or similar to Mfgr. Wobblelight, Model No. WL400MH.

- .3 Provide cost to furnish, deliver, install, energize, and maintain temporary water to project including, but not limited to:

- Monthly water usage fees;
- Temporary water connection at Levels Basement thru Penthouse, (10 Levels total – Note primary water POC is at Buildings east entrance, Level 1).

- .4 Provide cost to furnish, install, and maintain approximately 2,000 LF of temporary fencing with perforated shade screen. Fencing to be placed at project perimeter and second level deck. Fencing to include color shade cloth and adequate anchorage to ensure stability during wind events.

- .5 Provide cost to furnish, install, and maintain approximately 800 LF of temporary fencing with shade screen; and, two each double wide vehicle gates (40 LF each); and, one each single wide vehicle gate (20 LF) to be placed at grade for project site. Reference ProWest Site Logistics Pan Sheet No. CM1.0. Fencing to include adequate anchorage to ensure stability during wind events.
- .6 Provide cost to furnish Security Guard Service for off hours only. Bidder to include 128 hours per week in proposal. Security Guard to provide own security kiosk.
- .7 Provide cost to furnish and maintain 4 each portable chemical toilets and 2 each wash stations. Include cleaning and maintenance costs 2X per week.
- .8 Provide cost to furnish four (4) each 40 Yard Dumpsters per month with disposal fees, including monitoring, diverting and sorting of waste materials, Leed compliance and reporting. General Trades Contractor will be required to create construction waste plan to include Waste Disposal and Diversion Reporting Form completed and submitted to the Construction Manager and as required to meet the Leed requirements. Contractor to strictly manage and track disposal of all construction waste, including adhering to, and subsequent reporting of, all Waste Disposal and Diversion. (See Specifications 017419 & 018113). Dumpsters to be segregated by "General Debris", "Paper, Plastic, and Cardboard", and "Wood Only". Neither CM or Owner will be held responsible for overweight dumpster fees.
- .9 Provide cost to Supply, distribute and maintain thirty six (36) each fire extinguishers, ABC Type, include inspection and maintenance services for eight months.
- .10 Clean and transport all electrical, plumbing, HVAC, and fire protection materials listed in the attached inventory listings (ProWest and GKK) from the project location to the Owners warehouse at 50130 Main Street, Cabazon, CA 92230 (approximately 38 miles from project site).
- .11 Construct temporary plywood enclosures at old 1st Level storefront openings created from the demolition and removal of the existing exterior storefront glazing system along 11th and Main Streets [See representative Project Photobook, Tab # 1, Pictures # 1 thru 4, 13 thru 16, 22 thru 25, and 62 for pictures of existing storefront system]. Caulk and seal all perimeters of plywood to ensure weatherproof enclosure system, include temporary mandoor and lockable-hardware at east entrance. Use treated lumber for constructing enclosure system, maintain system while mobilized for this scope of work. Submit sketches to Construction Manager for approval prior to procuring materials.
- .12 Provide 1 each temporary construction Knox Box at left of temporary east entry to project building (at G/L's 3 and H, Sheet G-101A); complete and submit Knox Box order forms from the County of Riverside Fire Department. Return temporary kiox box to County once 2 each permanent Knox Boxes are installed on project by Specialties Contractor.
- .13 Provide Survey Services of existing Project Building include 1 each triangulated interior benchmark at each basement and the Penthouse, and 2 each interior triangulated benchmarks at each Level 1 thru 8, and at opposite corners.
- .14 Contact and coordinate the removal and relocation of the two USPS and one Federal Express drop boxes at the corner of Main and 11th Streets. Include site fencing around the boxes until the respective agencies have relocated them.

4.0 SCOPE OF WORK – EXCLUSIONS

Prime Trade Contractor excludes the following items:

- .1 The following temporary facilities (provided by Owner) except as otherwise note above in Section 3.0, Scope of Work – Specific:

None

**** END OF SECTION ****

SECTION 011200.03
SCOPE OF WORK – SELECTIVE DEMOLITION

1.0 SCOPE OF WORK – SPECIFICATIONS

Furnish all labor, material, equipment, taxes, and supervision necessary to perform all requirements of the following (but not limited to) specification sections in complete accordance with the Contract Documents:

- .1 Section 02070 – Selective Demolition and Reconstruction
- .2 Section 03345 – Concrete Finishing (as applies)
- .3 Section 015200 – Temporary Facilities and Controls
- .4 Section 016600 – Transportation and Handling
- .5 Section 017329 – Cutting and Patching
- .6 Section 017419 – Construction Waste Management (as applies)
- .7 Section 018113 – LEED Requirements (as applies)

2.0 SCOPE OF WORK - GENERAL

Prime Trade Contractor also includes, **but is not limited to**, the following general items required for Prime Trade Contractor's Work:

ADMINISTRATION

- .1 Permits, licenses, and fees required for this scope of work, including those required for delivery, set up and use of Prime Trade Contractor's cranes and equipment.
- .2 Submittals, shop drawings, manufacturer's data, samples, mockups, as-builts, warranty and guarantee.
- .3 Provide ten (10) copies of all submittals including shop drawings, product data and samples.
- .4 Coordinate work with all Prime Trade Contractors.
- .5 Weekly updates of as-built documents onto Construction Manager's plan set. Do not cover work prior to as-built updates. Include transparencies, CADD files, etc., and transfer all weekly as-built information, including RFI's, to these close-out documents.
- .6 Schedule material and equipment deliveries in a timely manner. Receive, unload, provide storage sheds, secure and protect all material and equipment. Limited on-site staging will be determined by Construction Manager and subject to several moves and/or setups over project duration as directed by Construction Manager. The Owner and Construction Manager are not responsible for any cost due to loss or damage to material and/or equipment.
- .7 Protection of all work and continued maintenance of same until accepted by Owner.
- .8 Multiple move-ons as required to meet this scope of work and the Prime Trade Contractor Schedule and Master Project Schedule.

- .9 Haul away from site all excavated spoils generated.
- .10 Schedule and coordinate all inspections and testing required for own work. Copy Construction Manager on all communications with Inspectors. Cost of re-inspection due to non-compliant work shall be the responsibility of Prime Trade Contractor.
- .11 When using scaffolding and/or temporary stairs provided by Separate Contractors, provide all waivers of liability and indemnification as required by Separate Contractors as regards scaffolding and/or temporary stairs.
- .12 When using any manufacturer or product which is not listed first in the specifications, include all additional impact costs such as field coordination, required modifications by Separate Contractors, redesign by Architect/Engineer, and similar costs.
- .13 Some Scopes of Work overlap the Scopes of Work of other Contractors. This does not absolve either Contractor of their obligation to complete their scope of work. In all cases of dispute, the Owner and/or Construction Manager shall have the final decision as to responsibility and/or payment allocation.
- .14 Daily workforce count report is due to the Construction Manager's field office no later than 8:00 AM each day. Written Daily Reports are to be submitted to the Construction Manager's field office by 2:00 PM each day.
- .15 Owner will provide limited vertical and horizontal control as described in Section 011900 – Scope of Work – Surveying & Layout. Prime Trade Contractor shall include all additional surveying and layout as required. Prime Trade Contractor is responsible for all costs associated with the destruction of survey points.

SUPERVISION

- .16 Attend pre-installation meetings prior to commencement of work.
- .17 Attend weekly Prime Trade Contractor coordination meetings. Field Supervisor and Project Manager must attend.
- .18 A minimum of one Superintendent/Foreman is required for duration of own work on project. Superintendent/Foremen must be on site when work is being performed. Superintendent/Foreman may not be changed without Construction Manager's approval. Subcontractors are to be supervised by Superintendent/Foreman. On site Foreman, Superintendent and Project Manager must have a cellular phone to allow the Construction Manager to contact them during construction hours. Provide 24-hour contact phone number to call in case of emergency.

SAFETY

- .19 Welding and temporary power for welding. Submit welder's certifications. Provide welding procedures. All onsite welding shall be done with OSHA approved protective shield, and shields must be in place prior to start of welding work. Shields are required to protect the general public and onsite workers from direct eye contact to welder's arc and keep welding slag spotter confined to the designated welding area.
- .20 Safety requirements for own work. OSHA approved personal protective safety equipment such as hard hats, work shoes, gloves, goggles, masks, vests, harnesses, etc. shall be worn by all personnel and third-party deliverymen at all times when on project site.

- .21 OSHA permits & safety compliance requirements and continued adherence to all OSHA safety regulations are required to perform all work scope activities.
- .22 OSHA approved temporary supports, bracings and accessories to complete own work.

FIELD

- .23 Temporary power, portable lighting and extension cords necessary to complete work that is not within 100 feet of buildings. Temporary 120 volt electrical power distribution (spider boxes) in structures will be provided by Electrical Prime Trade Contractor. Include special and/or task lighting required for own work. Include all temporary power requirements for needs other than 120 volts. Construction Manager will provide source of water at a fire hydrant, including meter. Include water distribution, water trucks, and hoses/piping from meter to area of work as required. Water and power usage will be paid by Owner.
- .24 All temporary power, lighting, communication, and security required for own jobsite office trailer. Availability of space to be confirmed with Construction Manager.
- .25 Drinking water, ice and cups for own workforce.
- .26 Hoisting for own work.
- .27 Scaffolding for own work (unless otherwise noted in Section 3.0 below).
- .28 Adequate labor to broom clean work areas on a daily basis. Each Prime Trade Contractor shall provide one laborer, for a minimum of two days per week (Wednesday and Friday) who shall be assigned to composite jobsite clean-up crew until project completion. The Construction Manager will manage the composite crew and determine time and extent of clean-up. If Prime Trade Contractor does not provide clean-up labor, the Owner will provide clean-up labor and debit the cost to clean-up from Prime Trade Contractor's account via a deductive change order on a monthly basis. This will be strictly enforced. Clean-up of debris to be deposited in the dumpster on a daily basis. Break down boxes, crates, and all packing material. Dumpsters are provided for non-hazardous waste only.
- .29 Responsible for implementation of applicable best management practices within the SWPPP for own work and for replacement or repair of SWPPP control measures disturbed by own operations.
- .30 Traffic control, flagmen, or barricades, including trench plates and/or temporary asphalt patching for own work and accessibility for other trades to the site as required and approved by Construction Manager. During trenching operations outside the project fence, provide 6' high chain link fencing on all sides of excavation.
- .31 Provide approved backing, head-out, wall, floor and/or ceiling opening layout requirements and coordinate with all other Prime Trade Contractors before work starts; by communicating in writing with all affected Prime Trade Contractors of job conditions. If Prime Trade Contractor fails to provide timely notice to all affected Prime Trade Contractors before work starts, the non-compliant Prime Trade Contractor shall pay all rework ripple costs to correct the deficient work product.
- .32 All vehicle and equipment refueling and maintenance to be performed in designated equipment fueling areas, as coordinated with Construction Manager.

- .33 Relocate temporary construction services as required to perform work to locations approved by Construction Manager; i.e., toilets, fencing, barricades, scaffolding, etc. Site is to be safe, clean and secure at all times.
- .34 No eating inside of buildings – eat only in designated lunch areas. Provide clean-up of all food waste and trash to dumpster immediately after eating. No smoking within the perimeter of building. No am/fm radios, CD players, iPods, MP3 players, i-Phones, head phones or ear buds of any type, etc. on site.
- .35 Park in designated areas only as directed by Construction Manager. No stopping or parking allowed in Fire Lanes. Violators will be ticketed or towed at violator's expense.

LOCAL

- .36 Project Specific Items:
 - .a Schedule and coordinate all agency inspections and testing required to complete own work through Construction Manager. Provide timely notice, so as not to delay work. Cost of re-inspections due to non-compliant work product shall be the responsibility of the Prime Trade Contractor. All agency communication shall be coordinated with Construction Manager. Prime Trade Contractor to review and comply with all testing, inspection and Observation Program requirements.
 - .b The Jobsite is adjacent to existing occupied County facilities with ongoing activities. Weekday (i.e., Monday through Friday) work hour time is from 7:00 AM to 5:00 PM. Project schedule plan considers these work hours. Weekend work must be pre-approved by the Owner and Construction Manager. Some work may require working off hours and must be scheduled with the Construction Manager to be approved by the Owner.
 - .c Provide traffic control, flagmen, or barricades, including slip-resistant trench plates, and/or temporary asphalt patching for own work, and accessibility for other trades to the site work areas as required and approved by Construction Manager.
 - .d No smoking on County property.
 - .e All waivers of liability and indemnification shall be submitted as required by Prime Trade Contractors before using scaffolding supplied by other Prime Trade Contractors.
 - .f Project Site has limited Contractor laydown space. As such, Contractors will be required to work out of "gang" boxes within interior of project building as directed by the Construction Manager.

3.0 SCOPE OF WORK – SPECIFIC

Prime Trade Contractor also includes, **but is not limited to**, the following specific items:

Prior to submitting bid, Demolition Contractor to perform a comprehensive site review of all existing project conditions to ensure the Demolition Contractor is submitting a complete, comprehensive proposal. All demolition spoils and materials are to be properly removed from the project site by this scope of work.

Selective Demolition in Basement and on Levels 1 thru and 8, including at Penthouse and two roof decks (lower and upper) including, but not limited to, the following demolition and repair items:

- .1 Demolish and remove all concrete planters at the building exterior walkway. Cut and cap irrigation lines and conduits below sidewalk surface, patch back with 3000# concrete patch, (Mfgr. SIKA or equal). [See representative Project Photobook, Tab # 1, Pictures # 19, 20, 22, 23, 61, and 66].
- .2 Demolish and remove, existing tile at the building exterior at the East and South Elevations, Level 1, (excluding existing granite tile per keynote 16) on Building Elevation Sheets A-201A & A-202A. After tile removed, remove all glues, grout etc., and grind surface smooth. [See representative Project Photobook, Tab # 1, Pictures # 1 thru 4, and 22 thru 25].
- .3 Demolish and remove existing exterior storefront glazing system along 11th and Main Streets, include removal of sliding door assembly, all glazing and aluminum/wood (support) framework, anchorage, and conduits. Grind conduits to below surface, patch all holes with 3000# concrete patch (Mfgr. SIKA or equal). [See representative Project Photobook, Tab # 1, Pictures # 1 thru 4, 13 thru 16, 22 thru 25, and 62].
- .4 Demolish and remove "old" existing exterior curtain wall system framing at all elevations. This material is identified as green in color; include removal of aluminum/wood (support) framework and all anchorage. (Scope does not include removal of "new" curtain wall framing materials). After old framework is removed, scrape and/or grind all surfaces smooth and fill all holes and voids with 3000# concrete patch, (Mfgr. SIKA or equal). [See representative Project Photobook, Tab # 6, Pictures # 33 thru 38, Tab # 7, Pictures 32 thru 37, Tab # 8, Pictures # 1, 10, 18, 34 thru 40, Tab # 9, Pictures # 1, 10, 14, 18, 21, 22, 31 thru 38, Tab # 10, Pictures # 1, 11, 34 thru 42, note –typical all decks].
- .5 Demolish and remove existing Penthouse plaster, walls, roof, framework, bracing, insulation, etc. from West Penthouse elevation between gridlines D and E, and up to (but not including) the demising wall at Gridline F. Include removal of all materials necessary to leave a smooth, clean, 8th Level concrete deck and remaining Penthouse wall. Include removal of roof membrane, flashings, HVAC plenum, filter banks, coil, ducting, louvers, and exhaust hoods, concrete equipment pads, curbs, and anchorage systems. Maintain siamese fire department connection (FDC) at current location and condition.
- .6 Remove and salvage existing Mfgr. Carrier Chiller Unit, Mfgr. Armstrong Chilled Water Supply/Return Pumps, and Mfgr. Raypak Condensing Boiler skid from existing Penthouse. Include salvaging all copper pipes connecting to these three systems, back to their respective deck penetrations, less insulation. Clean and transport Chilled Water Supply/Return Pumps, and Boiler equipment from the project location to the Owners warehouse at 50130 Main Street, Cabazon, CA 92230 (approximately 38 miles from project site). Note, Carrier Chiller Unit and Pipe shall become the property and responsibility of the Selective Demolition Contractor under this scope of work. Include all street closure, sidewalk closure (if deemed necessary), crane, and trucking plans and

- permitting fees. Demolish and remove all other mechanical, electrical, and plumbing apparatus in Penthouse from west Penthouse elevation wall between Gridlines D and E, and up to the demising wall at Gridline F.
- .7 Shore, demolish, and remove access skybridge between Project building and parking garage. Include removal of concrete overlay, steps, roof curb, and railing at the 2nd level roof deck. Remove and "safe-off" gate and fencing at both ends of bridge. Construct and install temporary safety railing per Cal OSHA requirements. Grind all remaining concrete connection points to smooth surface. *[See representative Project Photobook, Tab #1, Pictures # 11, 48, 49, 50, 73, Tab #4, Pictures # 13 thru 18, and Tab #6, Picture # 39].*
 - .8 Demolish and remove approximately 470 LF of 8' chain-link fencing at the perimeter of the second level roof deck. Include removal of old 2" x 4" wood posts in same area. Clean remaining deck and wall surfaces, fill and patch anchor holes with 3000# concrete patch (Mfgr. SIKAR equal).
 - .9 Saw-cut and demolish existing sidewalk along Main Street per Existing Site Plan, Sheet SD-100 and SD-101, and Detail 13 on S101. Medium sand blast approximately 2,420 sf existing sidewalk along 11th Street per Site Plan, SD-101. Remove and dispose of spoils. Install orange protection fencing and stakes around 5' x 5' planters (at Main and 11th Streets) to protect existing trees and vegetation in place, installed fencing to become property of Owner. Protect all other existing furnishings in place (i.e. mail boxes, light poles, etc.) during the performance of this scope item.
 - .10 Saw-cut, demolish, remove and dispose of approximately 35 ft. long x 20 ft. wide asphalt at NW parking lot to make way for new Generator pad. Reference Sheets SD-101, SD-120, and S-201.
 - .11 Demolish and remove all old and new existing ductwork, air dampers, condensing units, louvers, intake and exhaust plenums, all plenum materials at penthouse, valves, pipe, duct insulation, support steel, hangers apparatus, clips, anchors, from basement level through and including penthouse. Include demo of ducting in shafts and ceiling space. Patch back concrete surfaces and holes where anchors and hangers were removed with 3000# concrete patch (Mfgr. SIKAR or equal). Provide salvaged "new" volume dampers to Owner. *[See representative Project Photobook, Tab # 4, Pictures 57 thru 60, Tab #5, Picture # 7 (note - typical all levels), Tab # 6, Picture # 9, Tab # 7, Pictures # 6 and 9, Tab # 8, Pictures # 8, 9, 11, 12, 20, 41 thru 46, Tab # 9, Pictures # 6 thru 9, 19, 39 thru 43, and 45, Tab # 10, Pictures # 2, 3, 8, 10, 16, 17, 29, 43 (note - typical all levels), 44 (note - typical all levels), and 45 thru 53, Tab # 11, Pictures # 5 thru 8, 10, 11, 13, 14, 19 thru 22, and 24, Tab # 12, Pictures 10, 12, 15, 16, 17 (note-typical all levels), 18, and 20].*
 - .12 Demolish and remove plaster walls around ramp at G/L's B to C, and 4 to 5. Clean remaining floor and wall surfaces, patch concrete spalls created by this scope item. *[See representative Project Photobook, Tab # 3, Pictures # 10, 11, 15, and 16].*
 - .13 Demolish and remove plaster walls and soffit at the south stairwell, 1st Level only, G/L's C to D, and 5. Clean remaining floor and wall surfaces, patch concrete and gypboard spalls created by this scope item. *[See representative Project Photobook, Tab # 2, Pictures 41 and 42., Tab # 3, Pictures 22 & 23, 74, and 75 - behind cable].*
 - .14 Demolish and remove membrane at two roof decks, including the 8th level deck and penthouse roof. Demolish and remove underlayment, densdeck, counter flashing, coping metal, insulating felt, and mastic underneath existing roofing material at 2nd, 8th and penthouse roof decks and remove mastic from all mechanical curbs. Scrape deck and curbs down to structural deck (typical), remove all glues, residue and debris. Provide a

- clean smooth concrete surface for new roofing installation. *[See representative Project Photobook, Tab # 11, Pictures # 2 thru 12, and 27 thru 40.]*
- .15 Demolish and remove existing roof drain pipe at G/L's B, and 3 to 4. Include from origin to termination, seal roof at roof deck. *[See representative Project Photobook, Tab # 3, Pictures # 11, 12, and 14].*
- .16 Remove existing flooring and wall coverings at 1st level entrance to and within East Stairwell # 104, scrape all adhesives down to smooth, bare concrete and drywall. *[See representative Project Photobook, Tab # 3, Pictures # ESW-1, ESW-4, ESW-6 and ESW-7].*
- .17 Remove existing wall covering at 1st level, G/L's C, 3 to 3, scrape all adhesives down to smooth, bare drywall. *[See representative Project Photobook, Tab # 3, Picture # 78 – partial view of wall beyond].*
- .18 Remove remnants of damaged plaster wall at G/L's A-B, 2-3. Leave in repairable condition for Framers.
- .19 Remove existing epoxy floor paint at East Stairwell # 104, 2nd Level landing, grind to smooth surface.
- .20 Remove all damaged interior insulation from within 1st level exterior soffits at East and South building elevations. *[See representative Project Photobook, Tab # 3, Pictures # 22, 23, 24, 30, 31, 83 thru 86].*
- .21 Remove all stairwell fluorescent fixtures, conduit, unistrut, and hangers. Leave conduit stub out for future work, patch all holes with 3000# concrete patch (Mfgr. SIKA or equal). *[See representative Project Photobook, Tab # 2, Pictures # 34, Tab # 3, Pictures # WSW-1, 24, and 5, Tab # 4, Pictures # WSW-7, 9 and 13, Tab 5, Pictures # WSW-9, ESW-1415, Tab # 6, Pictures # WSW-12, ESW-18, 19 & 20, Tab # 7, Pictures # WSW-14, ESW-23, 24, and 26, Tab # 8, Pictures # WSW-16, ESW-27, 28, and 29, Tab #9, Pictures # WSW-18, ESW-33, and 34, Tab # 10, Pictures # WSW-20, ESW-37 thru 40, ESW-42 and 44].*
- .22 Remove all remaining interior signage, patch holes with 3000# concrete patch (Mfgr. SIKA or equal).
- .23 Remove all remaining electrical service distribution system, interior lighting systems, power systems, and all associated panels, devices, conduits, wiring, anchorage accessories, (with exception of temp power services to elevator system). Remove electrical service back to existing applicable transformer location. Fill and patch anchor holes with 3000# concrete patch (Mfgr. SIKA or equal). Provide Owner opportunity to salvage electrical distribution equipment as requested, all else to be discarded in a safe, proper and legal manner by this scope. Grind and fire caulk all unused conduit penetrations in SOG, decks and walls that are not designated to be reused.
- .24 Remove and salvage all existing davit anchors at 2nd and 8th level decks, and within Penthouse. Fill and patch anchor holes with 3000# concrete patch (Mfgr. SIKA or equal). Leave smooth finished surface that will not impair installation of new roofing. Turn davit anchors over to the Owner. *[See representative Project Photobook, Tab # 11, Pictures # 3 thru 12, and 15].*
- .25 Remove and discard remnants of wood stairs (partial) at Level 8 roof deck entrance into Elevator Machine Room. Remove and salvage air compressor unit at same location, turn over to Owner. *[See representative Project Photobook, Tab # 11, Pictures # 29 and 30].*

- .26 Flush saw-cut all interior concrete slab-on-grade infill areas on 1st level to create a straight, clean edge for future concrete infill by CIPC Contractor. Excavate existing trench soil to extent required for a proper saw-cut, remove and dispose all dirt, concrete and rebar spoils.
- .27 Remove concrete overlay and miscellaneous flooring materials at 1st level east entry, leave clean, bare concrete surface. *[See representative Project Photobook, Tab # 3, Pictures # 80 thru 82].*
- .28 Scrape all foreign materials from interior and exterior floors, walls, and decks.
- .29 Demo approximately 35 sf of plywood in floor of east entry lobby area, scrape glues and adhesives to clean, bare concrete. *[See representative Project Photobook, Tab # 3, Picture # 79].*
- .30 Cut edges of terrazzo flooring evenly and square to properly attach adjacent slab infills, scrape and clean all terrazzo flooring surfaces at the 1st level, leave clean, bare terrazzo surface.. *[See representative Project Photobook, Tab # 3, Pictures # 80 thru 82].*
- .31 Remove and discard air conditioning unit from 8th Level roof deck, include removal of disconnect switch, pipes and conduit, patch back plaster holes with spec approved plaster sealant. *[See representative Project Photobook, Tab # 11, Pictures # 15 and 26].*
- .32 Cut down old screen wall tube steel "stub-ups" at eighth level roof deck, patch all holes with 3000# concrete patch (Mfgr. SIKA or equal).
- .33 Cut down waste "stub ups" at west basement to below finished floor, grout full with 3000# concrete patch (Mfgr. SIKA or equal). *[See representative Project Photobook, Tab # 2, Pictures # 28, 29, 30, and 33].*
- .34 Remove and discard all tel/data conduits, wire, cable splice couplers, patch panels, backboards, etc at east basement tel/data room. Flush cut all conduits to wall and ceiling finished surfaces, fire caulk or cement grout ends of remaining conduit stubs. *[See representative Project Photobook, Tab # 2, Pictures # 52 thru 58].*
- .35 Remove all remaining damaged plaster walls at building interior at discretion of the Architect and Construction Manager.
- .36 Remove remnants of plaster walls in mechanical shafts, include removal of plaster and steel mesh, exclude removal of steel studs.
- .37 Remove all loose miscellaneous pieces of plaster, wood, steel, aluminum, unistrut, clips, anchors, from interior and exterior building walls and ceilings. Fill holes with 3000# concrete patch (Mfgr. SIKA or equal) or spec approved plaster sealant, as applicable.
- .38 Remove and dispose offsite, all loose dirt, debris, concrete spoils, lumber, miscellaneous steel, conduits, ducting, ducting, pipe from building interior, broom clean all interior and exterior surfaces including, basement(s), roof decks, and Penthouse.
- .39 Reference and adhere to all Demolition General Notes on S001.
- .40 Include proper removal, disposal and dumpster fees for all waste materials generated by the performance of this scope of work.
- .41 Infill all holes at existing 1st and 8th Level roof decks with 3000# concrete patch (Mfgr. SIKA or equal), match to adjacent surfaces to achieve smooth structural deck.

- .42 Bidder to include 120 hours of additional, miscellaneous demolition labor as directed by Construction Manager.

4.0 SCOPE OF WORK – EXCLUSIONS

Prime Trade Contractor excludes the following items:

- .1 The following temporary facilities (provided by Owner's Representative) except as otherwise noted above in Section 3.0, Scope of Work - Specific:
 - .a Dumpsters.
 - .b Portable toilets.
 - .c Temporary water included. Prime Trade Contractor to provide own hoses, etc.
 - .d Temporary power included. Prime Trade Contractor to provide own extension cords.
 - .e Protection of fence and maintenance of project fence unless damaged or moved by this Scope of Work.

**** END OF SECTION ****

SECTION 011200.04
SCOPE OF WORK – VOICE / DATA INFRASTRUCTURE IMPROVEMENTS

1.0 SCOPE OF WORK – SPECIFICATIONS

Furnish all labor, material, equipment, taxes, and supervision necessary to perform all requirements of the following (but not limited to) specification sections (but not limited to) in complete accordance with the Contract Documents:

- .1 Section 02070 – Selective Demolition and Reconstruction (as applies)
- .2 Section 02151 – Shoring of Existing Structure
- .3 Section 02220 – Excavating, Backfilling, and Compacting
- .4 Section 02510 – Asphalt Concrete Paving
- .5 Section 02550 – Site Concrete Work
- .6 Section 03100 – Concrete Forming (as applies)
- .7 Section 03250 – Epoxy-Set Dowels and Expansion Anchors
- .8 Section 03345 – Concrete Finishing
- .9 Section 07840 – Firestopping (as applies)
- .10 Section 07900 – Caulking and Sealants (as applies)
- .11 Section 011900 – Surveying & Layout
- .12 Section 015200 – Temporary Facilities & Controls
- .13 Section 015600 – Temporary Control
- .14 Section 015700 – Traffic Control
- .15 Section 017329 – Cutting and Patching
- .16 Section 017900 – Systems Demonstration
- .17 Section 019113 – General Commissioning Requirements
- .18 Section 032000 – Concrete Reinforcing
- .19 Section 033000 – Cast-in-Place Concrete
- .20 Section 250000 – Facility Management and Control System (FMCS – As applies)
- .21 Section 260500 – Common Work Results for Electrical
- .22 Section 260519 – Low-Voltage Electrical Power Conductors and Cables
- .23 Section 260523 – Control-Voltage Electrical Power Cables
- .24 Section 260526 – Grounding and Bonding for Electrical Systems
- .25 Section 260533 – Raceways and Boxes for Electrical Systems
- .26 Section 260553 – Identification for Electrical Systems
- .27 Section 260573 – Over-Current Protective Device Coordination Study
- .28 Section 262416 – Panelboards
- .29 Section 262716 – Electrical Cabinets and Enclosures
- .30 Section 262726 – Wiring Devices

- .31 Section 262813 – Fuses
- .32 Section 262816 – Enclosed Switches and Circuit Breakers
- .33 Section 262913 – Enclosed Controllers
- .34 Section 263600 – Transfer Switches
- .35 Section 270000 – Common Communications Requirements
- .36 Section 270110 – In-Building Telecommunications Pathway System for Voice, Data and Video Communications Cabling
- .37 Section 270526 – Telecommunications Grounding and Bonding Backbone Systems
- .38 Section 270534 – Telecommunications Underground Spaces and Pathway Systems
- .39 Section 280513 – Conductors and Cables for Electronic Safety and Security
- .40 Section 310513 – Soils for Earthwork
- .41 Section 312316 – Excavation
- .42 Section 312317 – Trenching
- .43 Section 312323 – Fill
- .44 Section 321123 – Aggregate Base Course
- .45 Section 321216 – Asphalt Paving
- .46 Section 321313 – Concrete Paving
- .47 Section 321723 – Pavement Markings
- .48 Section 330131 – Manhole Grade Adjustment
- .49 Section 330524 – Utility Horizontal Directional Drilling

2.0 SCOPE OF WORK - GENERAL

Prime Trade Contractor also includes, **but is not limited to**, the following general items required for Prime Trade Contractor's Work:

ADMINISTRATION

- .1 Permits, licenses, and fees required for this scope of work, including those required for delivery, set up and use of Prime Trade Contractor's cranes and equipment.
- .2 Submittals, shop drawings, manufacturer's data, samples, mockups, as-builts, warranty and guarantee.
- .3 Provide ten (10) copies of all submittals including shop drawings, product data and samples.
- .4 Coordinate work with all Prime Trade Contractors.
- .5 Weekly updates of as-built documents onto Construction Manager's plan set. Do not cover work prior to as-built updates. Include transparencies, CADD files, etc., and transfer all weekly as-built information, including RFI's, to these close-out documents.
- .6 Schedule material and equipment deliveries in a timely manner. Receive, unload, provide storage sheds, secure and protect all material and equipment. Limited on-site

staging will be determined by Construction Manager and subject to several moves and/or setups over project duration as directed by Construction Manager. The Owner and Construction Manager are not responsible for any cost due to loss or damage to material and/or equipment.

- .7 Protection of all work and continued maintenance of same until accepted by Owner.
- .8 Multiple move-ons as required to meet this scope of work and the Prime Trade Contractor Schedule and Master Project Schedule.
- .9 Haul away from site all excavated spoils generated.
- .10 Schedule and coordinate all inspections and testing required for own work. Copy Construction Manager on all communications with Inspectors. Cost of re-inspection due to non-compliant work shall be the responsibility of Prime Trade Contractor.
- .11 When using scaffolding and/or temporary stairs provided by Separate Contractors, provide all waivers of liability and indemnification as required by Separate Contractors as regards scaffolding and/or temporary stairs.
- .12 When using any manufacturer or product which is not listed first in the specifications, include all additional impact costs such as field coordination, required modifications by Separate Contractors, redesign by Architect/Engineer, and similar costs.
- .13 Some Scopes of Work overlap the Scopes of Work of other Contractors. This does not absolve either Contractor of their obligation to complete their scope of work. In all cases of dispute, the Owner and/or Construction Manager shall have the final decision as to responsibility and/or payment allocation.
- .14 Daily workforce count report is due to the Construction Manager's field office no later than 8:00 AM each day. Written Daily Reports are to be submitted to the Construction Manager's field office by 2:00 PM each day.
- .15 Owner will provide limited vertical and horizontal control as described in Section 011900 – Scope of Work – Surveying & Layout. Prime Trade Contractor shall include all additional surveying and layout as required. Prime Trade Contractor is responsible for all costs associated with the destruction of survey points.

SUPERVISION

- .16 Attend pre-installation meetings prior to commencement of work.
- .17 Attend weekly Prime Trade Contractor coordination meetings. Field Supervisor and Project Manager must attend.
- .18 A minimum of one Superintendent/Foreman is required for duration of own work on project. Superintendent/Foremen must be on site when work is being performed. Superintendent/Foreman may not be changed without Construction Manager's approval. Subcontractors are to be supervised by Superintendent/Foreman. On site Foreman, Superintendent and Project Manager must have a cellular phone to allow the Construction Manager to contact them during construction hours. Provide 24-hour contact phone number to call in case of emergency.

SAFETY

- .19 Welding and temporary power for welding. Submit welder's certifications. Provide welding procedures. All onsite welding shall be done with OSHA approved protective shield, and shields must be in place prior to start of welding work. Shields are required to protect the general public and onsite workers from direct eye contact to welder's arc and keep welding slag spotter confined to the designated welding area.
- .20 Safety requirements for own work. OSHA approved personal protective safety equipment such as hard hats, work shoes, gloves, goggles, masks, vests, harnesses, etc. shall be worn by all personnel and third-party deliverymen at all times when on project site.
- .21 OSHA permits & safety compliance requirements and continued adherence to all OSHA safety regulations are required to perform all work scope activities.
- .22 OSHA approved temporary supports, bracings and accessories to complete own work.

FIELD

- .23 Temporary power, portable lighting and extension cords necessary to complete work that is not within 100 feet of buildings. Temporary 120 volt electrical power distribution (spider boxes) in structures will be provided by Electrical Prime Trade Contractor. Include special and/or task lighting required for own work. Include all temporary power requirements for needs other than 120 volts. Construction Manager will provide source of water at a fire hydrant, including meter. Include water distribution, water trucks, and hoses/piping from meter to area of work as required. Water and power usage will be paid by Owner.
- .24 All temporary power, lighting, communication, and security required for own jobsite office trailer. Availability of space to be confirmed with Construction Manager.
- .25 Drinking water, ice and cups for own workforce.
- .26 Hoisting for own work.
- .27 Scaffolding for own work (unless otherwise noted in Section 3.0 below).
- .28 Adequate labor to broom clean work areas on a daily basis. Each Prime Trade Contractor shall provide one laborer, for a minimum of two days per week (Wednesday and Friday) who shall be assigned to composite jobsite clean-up crew until project completion. The Construction Manager will manage the composite crew and determine time and extent of clean-up. If Prime Trade Contractor does not provide clean-up labor, the Owner will provide clean-up labor and debit the cost to clean-up from Prime Trade Contractor's account via a deductive change order on a monthly basis. This will be strictly enforced. Clean-up of debris to be deposited in the dumpster on a daily basis. Break down boxes, crates, and all packing material. Dumpsters are provided for non-hazardous waste only.
- .29 Responsible for implementation of applicable best management practices within the SWPPP for own work and for replacement or repair of SWPPP control measures disturbed by own operations.
- .30 Traffic control, flagmen, or barricades, including trench plates and/or temporary asphalt patching for own work and accessibility for other trades to the site as required and approved by Construction Manager. During trenching operations outside the project fence, provide 6' high chain link fencing on all sides of excavation.

- .31 Provide approved backing, head-out, wall, floor and/or ceiling opening layout requirements and coordinate with all other Prime Trade Contractors before work starts, by communicating in writing with all affected Prime Trade Contractors of job conditions. If Prime Trade Contractor fails to provide timely notice to all affected Prime Trade Contractors before work starts, the non-compliant Prime Trade Contractor shall pay all rework ripple costs to correct the deficient work product.
- .32 All vehicle and equipment refueling and maintenance to be performed in designated equipment fueling areas, as coordinated with Construction Manager.
- .33 Relocate temporary construction services as required to perform work to locations approved by Construction Manager; i.e., toilets, fencing, barricades, scaffolding, etc. Site is to be safe, clean and secure at all times.
- .34 No eating inside of buildings – eat only in designated lunch areas. Provide clean-up of all food waste and trash to dumpster immediately after eating. No smoking within the perimeter of building. No am/fm radios, CD players, iPods, MP3 players, i-Phones, head phones or ear buds of any type, etc. on site.
- .35 Park in designated areas only as directed by Construction Manager. No stopping or parking allowed in Fire Lanes. Violators will be ticketed or towed at violator's expense.

LOCAL

- .36 Project Specific Items:
 - .a Schedule and coordinate all agency inspections and testing required to complete own work through Construction Manager. Provide timely notice, so as not to delay work. Cost of re-inspections due to non-compliant work product shall be the responsibility of the Prime Trade Contractor. All agency communication shall be coordinated with Construction Manager. Prime Trade Contractor to review and comply with all testing, inspection and Observation Program requirements.
 - .b The Jobsite is adjacent to existing occupied County facilities with ongoing activities. Weekday (i.e., Monday through Friday) work hour time is from 7:00 AM to 5:00 PM. Project schedule plan considers these work hours. Weekend work must be pre-approved by the Owner and Construction Manager. Some work may require working off hours and must be scheduled with the Construction Manager to be approved by the Owner.
 - .c Provide traffic control, flagmen, or barricades, including slip-resistant trench plates, and/or temporary asphalt patching for own work, and accessibility for other trades to the site work areas as required and approved by Construction Manager.
 - .d No smoking on County property.
 - .e All waivers of liability and indemnification shall be submitted as required by Prime Trade Contractors before using scaffolding supplied by other Prime Trade Contractors.
 - .f Project Site has limited Contractor laydown space. As such, Contractors will be required to work out of "gang" boxes within interior of project building as directed by the Construction Manager.

3.0 SCOPE OF WORK – SPECIFIC

Prime Trade Contractor also includes, **but is not limited to**, the following specific items:

Prior to submitting bid, Contractor to perform a comprehensive site review of applicable project site including streets, intersections, traffic light and crosswalk conditions, existing utilities, detection loops, vaults, points of connection, sidewalk, asphalt and striping conditions and other project conditions to ensure Contractor is submitting a complete, comprehensive proposal.

- .1 Installation of all vaults, manholes, junction boxes, conduit, sweeps, signal loops, and terminations as shown on Pettit, Inc. ***Public Defender Building Remodel, Voice and Data Infrastructure Improvement***, Drawing No. 15-01FO, Sheets No. 1 thru 11. Bidder to include all work for a complete installation, including, but not limited to, all permitting, agency coordination, traffic control and signage, flagmen, survey, layout, clearing, sand blast, cold plane, saw-cut, demolition (including demo of concrete paving, curbs, sidewalk and drives), excavation, potholing, protection of existing u/g utilities, trenching, coring, spoils removal and disposal, bedding, temporary shoring, trench plates, backfill, compaction, and installation and removal of temporary asphalt. Provide all "safe-off" measures at public areas consistently until after the installation of permanent asphalt and concrete. Include all haul and disposal fees.
- .2 Installation of permanent asphalt, concrete and striping as a result of demolition efforts from infrastructure installations and including striping requirements noted in Pettit, Inc. ***Public Defender Building Remodel, Voice and Data Infrastructure Improvement***, Drawing No. 15-01FO, Sheets No. 1 thru 11. Bidder to include all work for a complete installation, including, but not limited to, all permitting and fees, agency coordination, survey, layout, flagmen, traffic control and signage.
- .3 Include work from existing AT&T vault in alleyway at NE corner of project to the project building, (identified as Line "D"), install conduit from vault to 1st Level of the project building interior, overhead and down and terminate at the new MPOE Room. Coordinate with AT&T for total installation. Include proper demolition and removal of damaged conduits and cable. Include pull tape for AT&T use. Replace approximately 160 sf of asphalt at new AT&T trench. Match to existing grades.
- .4 All agency and inspection coordination and fees required for this scope of work. Include all coordination in the public streets with the City of Riverside Public Works Department and authority having jurisdiction, (AHJ). Include coordination with the City of Riverside, Public Utilities Electric Division (951) 826-5489, and utility inspections (951) 826-2415. Include all permitting, and permit and utility fees. Include coordination with the City of Riverside Traffic and Events Coordinators. Also coordinate infrastructure installations and connection points with the County of Riverside IT Department (RCIT), for this scope of work. See General Note33/E001.
- .5 Reference and adhere to General Notes 16/E001 and B/E-0.1 that identifies Contractors responsibility to field verify existing conditions related to below ground piping and utilities, notify Dig Alert accordingly, replace any damages to existing piping and utilities created by, and during the installation of their respective scopes of work, and as-built recording requirements. Also reference and adhere to General Note 17 on Electrical Sheet E001 for Utility Shut-down requirements.
- .6 Obtain all necessary "Street Opening", "Street Encroachment", "Street Entry", and "Sidewalk Closure" Permits from the City of Riverside, Public Works Department, include all coordination and fees. Note, the Traffic Control Plan developed By Pettit, Inc. (Sheets