

679 b.



**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
April 8, 2010

**SUBJECT:** Riverside County Regional Medical Center Trauma / Custody / Urgent Care / Sexual Assault Response Team Expansion

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the plans and specifications for the Riverside County Regional Medical Center Trauma / Custody / Urgent Care / Sexual Assault Team Expansion, Phase 1, Phase 2 and Phase 3 and authorize the Clerk of the Board to advertise for bids; and
2. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with Board policies.

**BACKGROUND:** On June 16, 2009, the Board of Supervisors approved the architectural and engineering services agreement between the County of Riverside and Hammel, Green and Abrahamson, Inc., (HGA) for the Riverside County Regional Medical Center (RCRMC) Trauma / Custody / Urgent Care / Sexual Assault Team Expansion, formerly known as, RCRMC Emergency Department / Trauma Expansion.

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 0	<b>In Current Year Budget:</b>	N/A
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	N/A
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	09/10

<b>SOURCE OF FUNDS:</b> RCRMC Enterprise Fund	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: May 4, 2010  
 xc: EDA, CIP, RCRMC, Auditor, COB

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

<b>Prev. Agn. Ref.:</b> 3.58 of 9/01/09; 3.30 of 6/16/09; 3.68 of 9/02/08; 3.52 of 7/31/07; 3.50 of 7/31/07	<b>District:</b> 5	<b>Agenda Number:</b> <b>3.40</b>
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ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
 4/19/10  
 DATE  
 BY:   
 MARSHAL VICTOR  
 Departmental Concurrence  
 Reviewed by   
 Christopher Hans  
 Departmental Concurrence  
 Reviewed by   
 Douglas Bagley, Hospital Director  
 Riverside County Regional Medical Center  
 Policy  Policy   
 Consent  Consent   
 Dept't Recomm.:  
 Per Exec. Ofc.:

**BACKGROUND:** (Continued)

On September 2, 2008, the Board of Supervisors approved an in-principle for six RCRMC projects. Each project has returned to the Board of Supervisors for approval of architectural agreements, schematic design, authorization to proceed to design development/construction documents, approval of plans and specifications, and authorization to advertise for bid under separate cover. Each project is at a various stage of completion.

The scope of work for the RCRMC Trauma / Custody / Urgent Care / Sexual Assault Response Team Expansion project includes the design and construction of site work necessary for all projects.

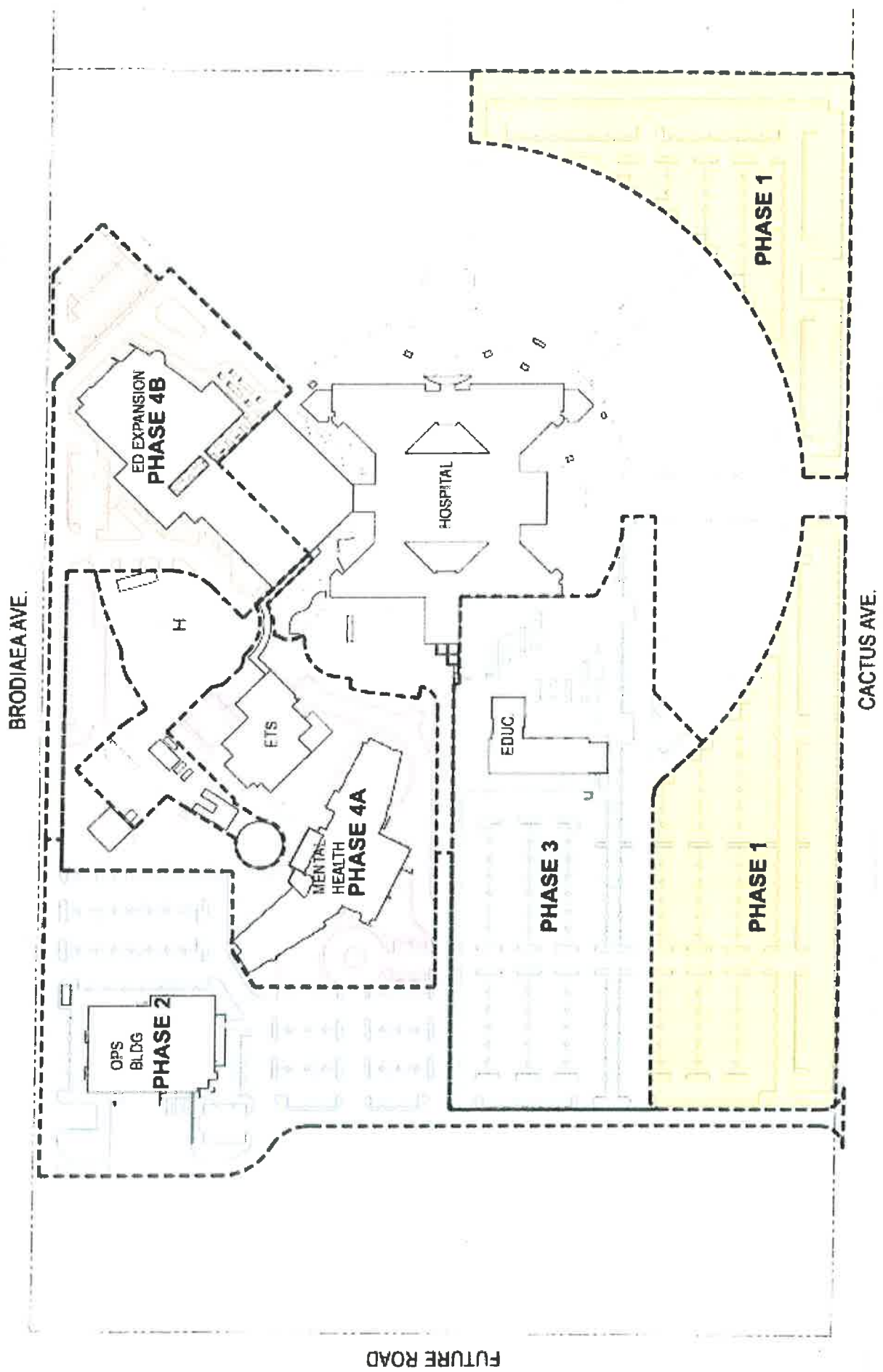
To allow for expansion of parking, limit impact to existing operations, and to continue each project independently, the site work has been phased as follows referenced in Exhibit A.

- Phase 1 - Construction of parking areas and site infrastructure located at the south side property nearest to Cactus Avenue.
- Phase 2 - Construction of parking areas and site infrastructure located northwest of the existing medical center. Prepare a building pad for construction of the Operations Building.
- Phase 3 - Construction of parking areas and site infrastructure located west of the existing medical center. Prepare a building pad for construction of the Nursing and Allied Health Education Building.
- Phase 4A - Construction of the Mental Health and Emergency Treatment Services Buildings and its related site parking and infrastructure.
- Phase 4B - Construction of the Urgent Care and Sexual Assault Response Team expansion areas, renovation of existing medical center for expansions in Trauma and Custody. Any related site parking, infrastructure, and improvements will also be completed.

The bid documents for Phase 1, Phase 2, and Phase 3 are now complete and the Economic Development Agency (EDA) requests approval to solicit bids for construction of this project.

All costs associated with this project will be funded by RCRMC Enterprise Fund. EDA will return to the Board under separate cover to execute any related project agreements.

EXHIBIT A



SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR

Site Development for the Riverside County Regional Medical Center  
Trauma/ Custody/ Urgent Care/ Sexual Assault Response Team  
Expansion, Phase 1, Phase 2, and Phase 3



PREPARED BY  
COUNTY OF RIVERSIDE  
Economic Development Agency  
Project Management Office  
April 2010

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR

**Site Development for the Riverside County Regional Medical Center  
Trauma/ Custody/ Urgent Care/ Sexual Assault Response Team  
Expansion, Phase 1, Phase 2, and Phase 3**



PREPARED BY  
COUNTY OF RIVERSIDE  
Economic Development Agency  
Project Management Office  
April 2010

MAY 04 2010 3:40 PM

FORM APPROVED COUNTY COUNSEL  
BY: Marsha L. Victor 4/19/10  
MARSHA L. VICTOR DATE

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## NOTICE INVITING BIDS

COUNTY OF RIVERSIDE, herein called Owner, invites sealed proposals for :

### **Site Development for the Riverside County Regional Medical Center Trauma/ Custody/ Urgent Care/ Sexual Assault Response Team Expansion, Phase 1, Phase 2, and Phase 3**

This Project located at 26520 Cactus Avenue, Moreno Valley, CA is the construction of parking areas and site infrastructure located at the south side of the property nearest to Cactus Avenue/ northwest of the existing medical center/ west of the existing medical center/ prepare a building pad for construction of the Operations Building/ prepare a building pad for construction of the Nursing and Allied Health Education Building.

Proposals shall be delivered to the Clerk of the Board of Supervisors, on the 1st floor of the County Administrative Center located at 4080 Lemon Street, Riverside, CA 92501 no later than 10:00 am on June 22<sup>nd</sup> 2010 and will be promptly opened in public at said address.

Each Proposal shall be in accordance with the Plans, Specifications, and other Contract Documents and prepared by the Economic Development Agency, County of Riverside. A nonrefundable fee estimated at (\$100.00) will be charged for each set of Plans and Specifications furnished to Contractors. An additional nonrefundable fee will be charged for each set of Plans and Specifications furnished that are requested to be mailed to Contractors. Plans and Specifications may be obtained from Mission Reprographics, 2050E. La Cadena Drive Suite L Riverside, CA 92507, 951-686-8828.

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of the Department of Industrial Relations, State of California, his determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

The Contract General Conditions for this project will contain provisions allowing successful contractor to substitute securities for monies withheld by the County to ensure performance (Public Contract Code 22300).

A Performance Bond and Payment Bond shall be required for this Project.

The Contractor will be required, per Public Contracts Code, Section 3300 and for this contract, to have a State of California contractor's license classification B – General Building Contractor. A **mandatory** pre-bid job walk and inspection will be held on May 11<sup>th</sup> 2010 at 8:00 a.m at Riverside County Regional Medical Center's Cafeteria located at 26520 Cactus Avenue, Moreno Valley, CA. **No bids will be accepted from bidders who have not attended the pre-bid job walk.**

For further information, contact Sergio Pena at the Economic Development Agency, located at the Fourth Floor of 3403 Tenth Street, Riverside, CA 92501 whose telephone number is (951) 955-2809.

## INSTRUCTIONS TO BIDDERS

- A. **FORM OF PROPOSAL:** The Proposal must be made on the attached Contractor's Proposal Form which must be filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the directions on the Proposal Form. Each Proposal shall include a complete list of the Subcontractors proposed for every portion of the work, in accordance with Public Contract Code, Section 4100-4114, inclusive.
- B. **SUBMISSION OF THE PROPOSAL:** Signed copies of each Proposal shall be sealed in an envelope labeled with Title of Bid and Opening Time. Proposals shall be submitted at the place designated in the Notice Inviting Bids at or before the time specified in said notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by him in writing, and not by telephone or telegram.
- C. **DRAWINGS AND SPECIFICATIONS:** All drawings, herein enclosed, become a part of the Bid Documents. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time, for the reproduction fee estimated at (\$100.00) per set plus an additional fee per set for mailing if required. Plans and Specifications may be obtained from Mission Reprographics, located at 2050 E.La Cadena Dr. Suite L, Riverside, 951-686-8828. All fees are due at the time of request and must be paid by check or money order made payable to "Mission Reprographics".
- D. **INTERPRETATION OF THE DOCUMENTS:** Discrepancies in and omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the Documents will be made only by Addenda duly issued and a copy of such Addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the Specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Owner.
- E. **ADDENDA TO THE DOCUMENTS:** The Owner reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving Proposals. A copy of all such Addenda will be promptly mailed or delivered to each bidder. The number and date of each Addenda shall be listed on the Contractor's Proposal in the space provided.
- F. **OWNER'S RESERVATION OF RIGHTS:** The Owner reserves the right to reject any or all Proposals and to waive any informalities in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set for the opening thereof.
- G. **BIDDER'S CHECK OR BOND:** Each Proposal must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total Proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the Contract Documents and the required Payment and Performance Bonds and proof of insurance in accordance with his Proposal accepted by the Owner. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds, such Proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidder's Proposal and the amount for which the Owner may legally contract with another party to perform the said work, together with the costs to the Owner of redrafting, redrawing and publishing documents and papers shall, in addition, be held subject to all other actual damages suffered by the Owner, as set forth on the Contract Documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph F above, and to the successful bidder upon execution of the Contract Documents. **NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORM SUPPLIED BY OWNER.**
- H. **AWARD OF CONTRACT:** The Contract shall be awarded upon a Resolution or Minute Order to that effect duly adopted by the Governing Board of the Owner. Execution of the Contract Documents shall constitute a written memorial thereof.



- I. **ADDITIONAL INFORMATION:** The Owner reserves the right to require of a bidder, information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted, All references to an Architect shall be deemed to refer to the Owner where no Architect has been employed by the Owner.
- J. **PROMPT ACTION BY THE CONTRACTOR:** After the award of the Contract by the Governing Board and within four (4) days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and insurance.
- K. **PRE-BID CONFERENCE:** There will be a mandatory pre-bid conference for this project that will be held at the site. No bids will be accepted from bidders who have not attended the pre-bid conference.
- L. **BIDS:** Under the bidding items listed on the Contractor's Proposal, bidders shall state prices for each basis for bid given hereinafter.
1. Base Bid shall be the entire work complete in accordance with the contract documents, but not including work indicated or specified to be provided under any of the other bid items.
  2. Please note that a separate cost quotation for Contractor's Course of Construction insurance is required per General Conditions Section 2.3.6.

The basis for award will be the qualified bidder with the lowest total of the Base Bid with Course of Construction Insurance and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of **Site Development for the Riverside County Regional Medical Center Trauma/ Custody/ Urgent Care/ Sexual Assault Response Team Expansion, Phase 1, Phase 2, and Phase 3**, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

For the total Base Bid \_\_\_\_\_ dollars (\$ \_\_\_\_\_), including all applicable taxes, permits, licenses, **AND Course of Construction Insurance.**

(Add or Deduct state which)

Alternate 1	\$ _____	_____
Alternate 2	\$ _____	_____
Alternate 3	\$ _____	_____
Alternate 4	\$ _____	_____

And,  
Cost of Contractor's Course of Construction Insurance \_\_\_\_\_ dollars (\$ \_\_\_\_\_) and deductible \$ \_\_\_\_\_.

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award will be the qualified bidder with the lowest total of the Base Bid WITH COURSE OF CONSTRUCTION INSURANCE and all alternates. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.





**AWARD OF CONTRACT**

The undersigned fully understands that a Contract is formed upon the acceptance of this Proposal by the Owner and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required Payment and Performance Bonds and proof of insurance.

**BID GUARANTEE**

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner in the amount of ten percent of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds and insurance if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Affix Seal  
If  
Corporation

**LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY**

If bidder is a corporation, and signer is not President or Secretary, attach a certified copy of By-Laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

State of California ) ss.  
County of Riverside )

\_\_\_\_\_, being first duly sworn, deposes and says:

That he or she is \_\_\_\_\_ of \_\_\_\_\_  
the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Signature of officer administering oath

**Bid Bond**

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as Principal; and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the \_\_\_\_\_

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required Labor and Material Payment and faithful Performance Bond and proof of insurance, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this Bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation cost, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this \_\_\_\_\_ day of \_\_\_\_\_, 2010, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Firm Name - Principal)

\_\_\_\_\_  
(Business Address)

By \_\_\_\_\_  
(Original Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporation Name - Surety)

\_\_\_\_\_  
(Business Address)

By \_\_\_\_\_  
(Original Signature)

Affix Seal  
If  
Corporation

Affix  
Corporate  
Seal

**AGREEMENT FORM**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between \_\_\_\_\_, hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed as follows:

**CONTRACT:** The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

**STATEMENT OF WORK:** The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **Site Development for the Riverside County Regional Medical Center Trauma/ Custody/ Urgent Care/ Sexual Assault Team Expansion, Phase 1, Phase 2, and Phase 3.** In strict accordance with the Plans and Specifications dated July 2010 prepared by Webb Engineering & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

**TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within two hundred forty eight (248) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

**COMPENSATION TO BE PAID TO CONTRACTOR:** The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) being the total of the base bid plus the following addenda: \_\_\_\_, \_\_\_\_, \_\_\_\_\_. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: \_\_\_\_\_.

If other than individual or corporation, list names of all members who have authority to bind firm.

\_\_\_\_\_  
Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: \_\_\_\_\_

Name of Secretary of Corporation: \_\_\_\_\_

Corporation is organized under the laws of State of \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Owner: COUNTY OF RIVERSIDE

Signature: \_\_\_\_\_

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors

By: \_\_\_\_\_

Title: \_\_\_\_\_

Affix Seal  
If  
Corporation



**PAYMENT BOND**

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are \_\_\_\_\_ as Principal and Original Contractor and \_\_\_\_\_, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, 2010 between Principal and County of Riverside, a public entity, as owner, for \_\_\_\_\_ dollars (\$ \_\_\_\_\_) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: \_\_\_\_\_

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this \_\_\_\_\_ Day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
(Firm Name - Principal)

\_\_\_\_\_  
(Business Address)

Affix Seal  
if  
Corporation

By: \_\_\_\_\_  
(Signature - Attach Notary's Acknowledgment)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporation Name - Surety)

\_\_\_\_\_  
(Business Address)

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
(Signature - Attached Notary's Acknowledgment )

ATTORNEY-IN-FACT  
(Title-Attach Power of Attorney)

**PERFORMANCE BOND**

The makers of this Bond, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated \_\_\_\_\_, 2010 for \_\_\_\_\_

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this \_\_\_\_\_ Day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
(Firm Name - Principal)

\_\_\_\_\_  
(Business Address)

Affix Seal  
if  
Corporation

By: \_\_\_\_\_  
(Signature - Attach Notary's Acknowledgment)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporation Name - Surety)

\_\_\_\_\_  
(Business Address)

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT  
(Title-Attach Power of Attorney)

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

**GENERAL CONDITIONS**  
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## GENERAL CONDITIONS OF THE CONTRACT

### ARTICLE 1    GENERAL PROVISIONS

#### 1.1    DEFINITIONS

**THE CONTRACT DOCUMENTS** - The Contract Documents consist of the Contract, the Performance Bond and Payment Bond and any other bond required by the Contract, the drawings, the specifications, addenda issued prior to execution of the Contract, and all modifications thereto.

**THE CONTRACT** - The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto, and supersedes all prior negotiation, representations, or agreements, either written or oral, including the bidding documents.

**ACT OF GOD** - An Act of God is an earthquake of magnitude 4.5 or greater on the Richter scale, flood, tornado, or other cataclysmic phenomenon of nature, or rain, snowstorm, windstorm, high water, or other natural phenomenon in excess of the normal as established by National Oceanic and Atmospheric Administration weather data.

**ACCEPTANCE** - Acceptance is when the County determines all of the Contract requirements have been completed. Execution of the Notice of Completion will signify acceptance. A copy of the Notice of Completion will be sent to the Contractor after execution by the County. Upon receipt of the Notice of Completion, the Contractor will be relieved of the duty of protecting the work, and the County will initiate final settlement and payment.

**ARCHITECT** - The use of the term Architect shall mean the individual, partnership, corporation, association or joint venture contracted by the County for the design of this Work, as designated on the title sheet of these specifications and Contract Documents.

**BENEFICIAL OCCUPANCY** - The right of the County to occupy all or any portion of the project prior to final Acceptance of the Work. Such occupancy does not constitute acceptance or completion by the Contractor of the Work or any portion thereof, nor will it relieve the Contractor of the responsibility for correcting defective work or materials found at any time before Acceptance of the Work.

**COUNTY** - The term County when used herein shall mean the Board of Supervisors of the County of Riverside, a political subdivision of the State of California.

**CHANGE ORDER** - A Change Order is the document issued by the County authorizing any change or adjustment to the Contract Documents in accordance with Article 19 of this Contract.

**CONTRACT DRAWINGS** - "Contract drawings" or "drawings" means and includes (a) all drawings which have been prepared on behalf of the County and are included in the Contract Documents and all clarification drawings issued by notice to the bidders thereto; (b) all drawings submitted pursuant to the terms of the Contract by the Contractor to the County during the progress of the Work, which are accepted by the County.

**CONTRACTOR'S AGENT** - The representative of the Contractor, approved by the County, who shall be present at the Work and be authorized to receive and act upon instructions from the County and to execute and direct the Work on behalf of the Contractor.

**CONTRACTOR** - When used herein, Contractor means the prime or principal Contractor licensed to perform work in the State of California, including all joint ventures. References to subcontractor or others are only for convenience and all such references shall be considered to refer to the Contractor. The prime or principal Contractor shall be responsible for all subcontractors, and all subcontractors shall require their subcontractors to comply with the relevant provisions of the prime or principal contract.

**CRITICAL PATH METHOD(CPM)** - "Critical Path Method" is a schedule technique.

**DAY** - The use of "day" herein means calendar day and shall include every day including Saturdays, Sundays, and legal holidays.

**DIRECTOR** - The use of "Director" shall mean the Assistant County Executive Officer/EDA of the County or his designated representative.

**INSTALL** - When used herein, "install" shall mean the complete installation, in place, of any item, equipment or material.

**MATERIAL** - Material shall be construed to include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new.

**NOTICE OF COMPLETION** - The Notice of Completion ("NOC") shall be issued at that point in the Contract when the Contractor has completed all Work required in the Contract Documents. The time for issuance shall be determined by the County through a final inspection. The NOC shall be issued by the Board of Supervisors.

**NOTICE TO PROCEED** - The Notice to Proceed is the written notification from the County giving the Contractor notice to commence with the Work. The Notice to Proceed will specify the start date for the Work and the completion date.

**REQUEST FOR INFORMATION** - (RFI) The form and procedure established for communication between the Contractor and the County to clarify or interpret the Contract Documents.

**REQUEST FOR QUOTATION** - (RFQ) A document consisting of supplemental details, instruction, or information issued by the Architect, through the County, for the purpose of obtaining price quotations for possible changes in the Work.

**SHALL** - When used herein, "shall" means anything, which is mandatory to be performed by the Contractor.

**SPECIFICATIONS** - The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work.

**SUBCONTRACTOR** - The term "Subcontractor" means a person or firm that has a contract with Contractor or with another subcontractor to perform a portion of the Work. Unless otherwise



specifically provided, the term Subcontractor includes Subcontractors of any tier, suppliers, manufacturers, and distributors. The term Subcontractor is referred to throughout the Contract Documents as if singular in number.

**WORK** - The term "Work" comprises the services and materials required by the Contract Documents, as may be amended, and includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

## **1.2 AUTHORITIES AND LIMITATIONS**

**1.2.1** The Board of Supervisors alone have the power to bind the County and to exercise the rights, responsibilities, authorities, and functions vested therein by the Contract Documents, except that they shall have the right to designate authorized representatives to act for them.

**1.2.2** Neither the Contract, nor any part thereof, nor moneys due or to become due there under may be assigned by the Contractor without the prior written approval of the County; with the exception of the assignments to County which may be required under the terms of this Contract.

## **1.3 LEGAL REQUIREMENTS**

**1.3.1** Contractor shall keep informed of, and comply with, all federal, state and county laws, ordinances, rules, and regulations applicable to the Work or to those engaged or employed in the Work of this Contract, especially (but not limited to) those laws relating to hours of employment, prevailing wages, payment of wages, sanitary and safety conditions for workers, workers' compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Failure to identify a specific provision in these Contract Documents shall not excuse the Contractor from complying with such applicable statutory requirements.

**1.3.2** If conflict arises between provisions of the Contract Documents and any such laws, rules, or regulations, the Contractor shall notify the County at once in writing. If, before receiving clarification, Contractor performs any portion of the Work affected by such apparent conflict, such performance shall be at Contractor's own risk. Contractor shall not be entitled to any additional compensation or time by reason of the conflict or its later correction.

**1.3.3** All work and materials shall be in full accordance with the latest applicable (or otherwise noted) codes, rules, and regulations including, but not limited to, the following:

- .Uniform Building Code
- .Uniform Plumbing Code
- .Uniform Mechanical Code
- .Uniform Fire Code
- .State Fire Marshal
- .State Industrial Accident Commission's Safety Orders
- .Rules of Local Utilities

**1.3.4** Nothing in the specifications is to be construed to permit work not conforming to the above, and expense incurred complying with the above shall be borne by the Contractor. Whenever the specifications and working details require higher standards than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.

**1.3.5** In submitting a bid on this public works projects, or any subcontractor agreeing to supply goods, services, or

materials, and entering a contract pursuant thereto, the contractor and/or subcontractor do offer and agree to assign the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 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, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final acknowledgement by the parties.

#### **1.4 STANDARD REFERENCES**

**1.4.1** All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards, and specifications) which are cited in this Contract for the purpose of establishing technical (non-administrative) requirements applicable to equipment, materials, or workmanship under this Contract, shall be deemed to be incorporated herein as though fully set forth.

**1.4.2** Whenever reference is made to any particular document or publication, the Contractor shall comply with the requirements set out in the edition specified in this Contract, or if not specified, the latest edition or revision thereof, in effect on the date of the solicitation of bid on this project, except as modified by, as otherwise provided in, or as limited to type, class, or grade, in the specifications of this Contract.

#### **1.5 PERMITS, LICENSES, FEES & TAXES**

##### **1.5.1 COUNTY RESPONSIBILITIES**

- a. The County will apply for all plan checks and will apply for and obtain the Building Permit(s), the Grading Permit and Construction Permits required by the County of Riverside, paying all fees in connection therewith.
- b. The County will furnish, at no expense to the Contractor, all on-site inspection of the Work and will arrange and pay for off-site inspection only as noted in the Contract Documents.

##### **1.5.2 CONTRACTOR'S RESPONSIBILITIES**

- a. The Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the County.
- b. Exclusive of off-site inspection specified herein to be the County's responsibility, the Contractor shall arrange and pay for all off-site inspection of the Work, including certification, required by the specifications, drawings, or by governing authorities.
- c. Before Acceptance of the project by the County, the Contractor shall submit all licenses, permits, and certificates of inspection to the County.

#### **1.6 SEPARATE CONTRACTS**

**1.6.1** The County reserves the right to perform work related to this project with its own forces, and to award separate

contracts in connection with other portions of the project or other work on the site. The Contractor shall cooperate with others in the prosecution of all work and shall not interfere with material, appliances or workmen of the County or any other contractor engaged by the County at the site of the Work. In case of disagreement regarding such use, the matter shall be referred to the County whose decision relative to said use shall govern.

**1.6.2** The Contractor shall afford the County and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate Contractor's Work with theirs.

**1.6.3** If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall inspect and promptly report to the County any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the County's or the separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

**1.6.4** Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement, if both will so settle. If such separate contractor sues the County because of any damage alleged to have been so sustained, the Contractor agrees to indemnify and defend the County in such proceedings with the County retaining the right to select and hire independent counsel for the County paid by the Contractor.

**1.6.5** Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

## **1.7 COUNTY'S AUTHORIZED REPRESENTATIVE, INSPECTOR(S), & ARCHITECT**

### **1.7.1 AUTHORIZED REPRESENTATIVE**

The County shall designate a representative during the Work, who shall have the right to be present at the job site during construction and shall supervise any additional representatives appointed by the County.

### **1.7.2 INSPECTOR(S)**

The Inspector(s) shall have the right to observe the installation of all materials and equipment to be incorporated into the Work and the placing of such material and equipment to determine in general if the Work is proceeding in accordance with the Contract Documents. The Inspector(s) is not authorized to make changes in the Contract Documents. On the basis of his observations, he shall keep the County informed as to the progress of the Work. The Inspector shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work. Nor will the inspector be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

### **1.7.3 ARCHITECT**

- a. The County has retained an Architect for this project. The Architect will advise and consult with the County, and the County will issue instructions to the Contractor. The Architect will be requested to interpret the requirements of the Contract. When requested by the County,

the Architect will, within a reasonable time, render such interpretations as he may deem necessary for the proper execution of the Work.

- b. The Architect will make periodic visits to the job site to familiarize himself generally with the progress and quality of the Work and to determine in general whether the work is proceeding in accordance with the Contract Documents. Based on such observations he will recommend approval of applications for progress payments made by Contractor. The Architect shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work. Nor will the Architect be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

## **ARTICLE 2    BONDS AND INSURANCE**

### **2.1    BIDS OF \$25,000 OR LESS**

**2.1.1**    If the total amount bid on the Work is \$25,000 or less, the payment bond and performance bond are not required, provided that one payment of all compensation shall be made following Acceptance of all work.

### **2.2    BONDS**

#### **2.2.1    GENERAL REQUIREMENTS**

a.        Before commencing any Work under this Contract, the Contractor shall file four of each bond with the County. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

- (1) Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register).

And

- (2) Either a current A.M. Best A VIII rated Surety OR an admitted surety insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

b.        Should any surety or sureties upon said bonds or any of them become insufficient, Contractor shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar days after receiving notice from the County that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

#### **2.2.2    PERFORMANCE BOND**

The successful bidder shall deliver to the County an executed Performance Bond on the attached form in an amount equal to 100% of the accepted bid as security for the faithful performance of the Contract.

#### **2.2.3    PAYMENT BOND**

The successful bidder shall deliver to the County an executed Payment Bond on the attached form in an amount equal to 100% of the accepted bid as security for the payment of all persons performing labor and furnishing materials in connection with the Work.

### **2.3    INSURANCE**

### **2.3.1 GENERAL REQUIREMENTS**

Before commencing this Work under the Contract, and without limiting or diminishing CONTRACTOR'S obligation to indemnify and hold the COUNTY harmless, the Contractor shall procure and maintain, or cause to be maintained at its sole cost and expense, the following insurance coverages during the term of this Contract.

### **2.3.2 WORKERS' COMPENSATION INSURANCE**

Contractor shall secure Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement, and contain a Waiver of Subrogation in favor of the County of *Riverside* Pursuant to Section 3700 of the Labor Code of the State of California, Contractor shall file with the County before commencing the Work the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I shall comply with such provisions before commencing the performance of the Work of this Contract."

### **2.3.3 COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury -- which may arise from or out of CONTRACTOR'S operations, use, and management of the premises, or the performance of its obligations hereunder. Policy shall name the County of Riverside—it's Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives as Additional Insured, and contain a Waiver of Subrogation in favor of the County of Riverside. Policy limits shall not be less than \$1,000,000 per occurrence combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall also contain coverage for \$5,000 Medical Payments coverage per accident, per person, and Fire Legal Liability in an amount not less than \$50,000.

### **2.3.4 VEHICLE LIABILITY:**

If CONTRACTOR'S vehicles or licensed mobile equipment are used on County property, or used in any manner on behalf of the County, CONTRACTOR shall maintain auto liability insurance for all owned, non-owned and hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit, \$2,000,000 in the aggregate. Policy shall name the County of Riverside, its Director's Officers, Special Districts, Board of Supervisors, employees, agents, or representatives as Additional Insured, and provide a Waiver of Subrogation in favor of the County of Riverside.

### **2.3.5 PROPERTY (PHYSICAL DAMAGE):**

All-Risk property insurance coverage for the full replacement value of all CONTRACTOR'S equipment, improvements/alterations, temporary structures, and systems (Care, Custody, and Control of CONTRACTOR) used on COUNTY property, or used in any way connected with the accomplishment of the Work performed in this contract.

### 2.3.6 COURSE OF CONSTRUCTION INSURANCE

CONTRACTOR shall provide All Risk Builder's Risk (Course of Construction) insurance, including earthquake and flood if in an earthquake or flood zone (required on financed or bond financing arrangements), covering the COUNTY, the CONTRACTOR and every subcontractor of every tier for the entire project including property to be used in the construction of the project while such property is at off site storage locations or while in transit. Policy shall include coverage for collapse, faulty workmanship, debris removal, expediting expense, Fire Department Service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the CONTRACTOR or others, evidence of such separate coverage shall be provided to COUNTY prior to the start of the work. Policy shall be written on a completed value form. Policy shall also provide coverage for temporary structures (onsite offices, etc.), fixtures, machinery and equipment being installed as part of the construction project. (The Base Bid including course of construction insurance shall be used for determination of lowest bid, unless otherwise stated in the bid form.)

CONTRACTOR shall provide a bid price with Course of Construction insurance as outlined herein, and shall also separately provide the cost of the Course of Construction insurance and deductible; and shall declare all terms, conditions, coverages and limits upon request of COUNTY. COUNTY RETAINS THE RIGHT TO CHOOSE TO USE ITS OWN COURSE OF CONSTRUCTION PROGRAM. If the COUNTY program is chosen, CONTRACTOR shall assume the cost of any and all applicable policy deductibles (currently \$50,000 per occurrence), and shall insure its own machinery, equipment, tools, etc., from any loss of any nature whatever. If COUNTY elects the CONTRACTOR's All Risk Builder's Risk Program, CONTRACTOR shall be responsible for any and all policy deductibles.

### 2.3.7 GENERAL INSURANCE PROVISION – ALL LINES:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the County Risk Manager. At the election of the Risk Manager, carriers shall provide written notification, and shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If no written notice is received from the County Risk Manager within ten (10) days of the acceptance of agreement, then such deductibles or self-insured retentions shall be deemed acceptable.
- b. Cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The County of Riverside, its Director's and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as Additional Insureds. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the

insurance required herein is in full force and effect. **CONTRACTOR shall not take possession, or use the Premises, or commence operations under this Agreement until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.**

- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

The County of Riverside's Reserved Rights-Insurance. The County of Riverside reserves the right to adjust the monetary limits of insurance coverage's during the term of this agreement or any extension thereof-if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR becomes inadequate.

- d. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.

## **2.4 INDEMNITY AND HOLD HARMLESS**

**2.4.1** CONTRACTOR agrees to and shall indemnify and hold the COUNTY-its officers, employees and agents free and harmless from any and all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or, based upon any negligent act or omission of CONTRACTOR, its employees, agents, invitees, or any subcontractor of CONTRACTOR relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of the COUNTY or any officer or employee of said COUNTY, other than the sole active negligence or willful misconduct of COUNTY-its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives. As part hereto of the foregoing indemnity CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees the COUNTY-its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives from any and all legal action based upon any acts or omissions, as stated hereinabove, by any person or persons.

**2.4.2** If any such claim, action, or proceeding is brought against County or County's officers, agents, employees, or independent contractors, Contractor, upon notice from County, shall defend the same at Contractor's expense by counsel satisfactory to County.

**2.4.3** County shall promptly notify Contractor of any claim, action, or proceeding against County or County's officers, agents employees, independent contractors, and consultants relating to the performance, or omission to perform, any term or condition of this Contract. County shall cooperate fully in the defense of such claim, action, or proceeding.

**2.4.4** County shall not be liable or responsible for any accident, loss or damage occurring to the Work prior to the completion and Acceptance of same, unless otherwise specifically agreed to at the time of occupancy by the County.

## **ARTICLE 3    SITE CONDITIONS**

### **3.1 DIFFERING SITE CONDITIONS**

- 3.1.1** The Contractor shall have reviewed and ascertained pertinent local conditions such as location, accessibility, and general character of the site and satisfy himself as to the conditions under which the Work is to be performed. No claim for allowances shall be made because of Contractor's error or negligence in acquainting himself with the conditions at the site.
- 3.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by County. The Contractor shall promptly report in writing to County any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements observed by Contractor.
- 3.1.3** If Contractor performs any construction activity which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of County, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.
- 3.1.4** The County will furnish surveys necessary to properly locate the property and establish the boundaries thereof with general reference points as well as to enable the Contractor to proceed with the Work.
- 3.1.5** The Contractor shall provide competent engineering services to lay out the Work and all parts thereof and to establish all grades and elevations in accordance with the Contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- 3.1.6** The Contractor shall protect and preserve established bench marks and monuments and shall make no changes in locations without the written approval of the County. Any bench marks or monuments that are lost or destroyed shall be replaced by the Contractor subsequent to notification and approval from County.

### **3.2 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

- 3.2.1** The Contractor acknowledges by submission of his/her bid that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including any exploratory work deemed necessary by the Contractor. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the County.

### **3.3 DIMENSIONS AND MEASUREMENTS**

- 3.3.1** All dimensions shown for existing conditions and all dimensions required for work that is to connect with work now in place, shall be verified and calculated by the Contractor by actual measurement of the existing work. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the authorized representative of the County before any work affected thereby has been performed. Failure to notify the County before starting work will be considered acceptance by the Contractor. Where doubts as to dimensions exist, County shall determine the correct dimensions.

## **ARTICLE 4 SPECIFICATIONS AND DRAWINGS**



## **4.1 GENERAL PROVISIONS**

### **4.1.1 SUBDIVISIONS**

For convenience, the specifications are arranged into several sections, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and his subcontractors. Requirements contained in any section are required as if contained in all sections and are the responsibility of the Contractor. The Contractor, prior to awarding subcontracts, will assure the Work required as a whole has been coordinated among the subcontracts.

### **4.1.2 RECORD DOCUMENTS**

- a. The Contractor shall keep on the Work site a copy of the awarded construction documents (drawings and specifications) and shall at all times give the County and Architect access thereto.
- b. The Contractor will be given one set of drawings and specifications which shall be kept at the site of the Work at all times and updated weekly. Payment may be withheld if drawings are not kept current. Exact locations of all pipes and conduits and all changes in construction and details shall be indicated and dimensions provided upon these drawings, and all changes in materials and equipment installed shall be indicated in these specifications. Upon completion and prior to Acceptance of the Work, a final reproducible (transparencies) set of project record documents and specifications shall be submitted to the County by the Contractor. County will furnish a set of reproducibles.
- c. The working details will indicate dimensions, position, and kind of construction, and the specifications, qualities, and methods. Any Work indicated on the working details and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar work that is detailed, marked, or specified.
- d. In case of discrepancy in the documents, the matter shall be promptly submitted to the County, who shall make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The County shall furnish from time to time such detailed information as considered necessary to clarify the Work.
- e. Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.
- f. Standard details or specification drawings are applicable when listed, bound with specifications, noted on the drawings or referenced elsewhere in the specifications. Where the notes on the drawings indicate modifications, such modifications shall govern.
- g. All drawings, specifications and copies thereof furnished to the Contractor are the property of the County and shall not be used on other work without its consent. Upon completion of this project, all copies of the drawings and specifications shall be returned to the County.

## **4.2 SUMMARY OF THE ORDER OF THE PROCEDURE**

- 4.2.1** In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

- 1) Modifications or changes last in time are first in precedence.
- 2) Addenda.
- 3) County-Contractor agreement.
- 4) General Conditions except for specific modifications thereto stated in the Supplementary Conditions.
- 5) Supplementary Conditions.
- 6) Division One Specifications.
- 7) Division Two through Sixteen Specifications.
- 8) Drawings - as between figured dimensions given on drawings and the scaled measurements, the figured dimension shall govern; as between large-scale drawings and small-scale drawings, the larger scale shall govern.
- 9) Structural drawings
- 10) Architectural drawings.
- 11) As between detailed drawings and typical details bound within the specifications, the detailed drawings govern.
- 12) In the event provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.
- 13) Schedules shown on the drawings take precedence over conflicting information given on other drawings.
- 14) Mechanical drawings.
- 15) Electrical drawings.

#### **4.3 CLARIFICATIONS/REQUEST FOR INFORMATION AND ADDITIONAL INSTRUCTIONS**

##### **4.3.1 NOTIFICATION BY CONTRACTOR**

- a. Should Contractor discover what he perceives to be conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears that the work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with the work affected, Contractor shall notify County's authorized representative in writing, and request interpretation, clarification, or additional detailed information concerning the work. The Contractor shall ask for the clarification (Request for Information) immediately upon discovery but no less than 14 calendar days prior to the start date of the activities related to the clarification, based on the latest updated version of the accepted Progress Schedule. County, whose decision shall be final and conclusive, shall resolve such questions and issue instructions to Contractor. Should Contractor proceed with work affected before receipt of instructions from County, Contractor shall remove and replace or adjust work which is not in accordance with the instructions from County and shall be responsible for resultant damage, defect or added cost. In event of failure to agree as to scope of Contract requirements, Contractor shall follow the procedure set forth in the DISPUTES article.
- b. The Contractor shall not be entitled to any compensation for delays, disruptions, inefficiencies or additional administrative effort caused by the Contractor's untimely review of the Contract Documents for potential conflicts, omissions, discrepancies or ambiguities.
- c. County may charge back to the Contractor, time and expense associated with RFI's, as may be reasonably determined by the County to be unnecessary.

##### **4.3.2 ADDITIONAL DETAILED INSTRUCTIONS**

- a. The County may furnish additional detailed written instructions on any Request for Information to further explain the Work. If in the opinion of Contractor, the additional detailed instructions constitute work in excess of the scope of the Contract, he must submit written notice thereof immediately to the County, but no later than seven (7) calendar days following receipt of such instruction(s), and in any event prior to commencement of work thereon. The Contractor shall not be entitled to additional compensation due to any additional instructions unless the Contractor shall have given the appropriate written notice. County will then consider such notice and, if in its judgment it is justified, the County instructions will be revised or extra work shall be authorized by Change Order. In the event of a dispute hereunder, attention is directed to the DISPUTES article.

## **ARTICLE 5 SHOP DRAWINGS AND SUBMITTALS**

### **5.1 SHOP DRAWINGS, PRODUCT DATA, COORDINATION DRAWINGS AND SCHEDULES**

- 5.1.1 Shop drawings are drawings submitted to the County by the Contractor showing detail of the proposed fabrication and assembly of structural elements and the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, fabrication, erection and setting drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, and performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract. The County may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this Contract.
- 5.1.2 The Contractor shall coordinate all shop drawings and review them for accuracy, completeness, and compliance with Contract requirements, and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of the Contractor's approval shall be returned for resubmission. The Architect will indicate review for compliance of the shop drawings, and if not in compliance as submitted, shall indicate the reasons therefore. Any work done before such review shall be at the Contractor's risk. Review by the Architect shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this Contract, except with respect to variations described and approved in accordance with paragraph 5.1.3.
- 5.1.3 If shop drawings show any variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation, no change in time or price will be allowed for Contractor changes. Should the Architect make changes on the shop drawings which affect time and/or cost, the Contractor will immediately notify the County with a Request for Information. If the Contractor fails to issue the Request for Information within seven (7) calendar days from receipt of the returned shop drawing, the Contractor shall have waived his right to any potential Change Order.
- 5.1.4 The Contractor shall submit shop drawings, coordination drawings, and schedules for review as required by the Contract Documents. The Contractor will provide a submittal schedule listing all shop drawings and submittals, the submission dates by the Contractor, and return dates from the Architect. This schedule will be provided fourteen (14) calendar days after the Notice to Proceed.
- 5.1.5 Shop drawings and schedules, other than catalogs, pamphlets, and similar printed material, shall be submitted with one reproducible plus one copy.
- 5.1.6 Each shop drawing or coordination drawing shall have a blank area 4 by 4 inches located adjacent to the title block. The title block shall display the following:

- 1) Number and title of drawing
- 2) Date of drawing or revision
- 3) Name of project building or facility
- 4) Name of Contractor and (if appropriate) name of subcontractor submitting drawings
- 5) Clear identity of contents and location on the work
- 6) Project title and project number
- 7) Submittal number

**5.1.7** Unless otherwise provided in this Contract or otherwise directed by County, shop drawings, coordination drawings, and schedules shall be submitted to the Architect with a letter, sufficiently in advance of construction requirements to permit no less than twenty (21) calendar days for checking and appropriate action.

## **5.2 SAMPLES**

**5.2.1** After the award of the Contract, the Contractor shall deliver samples required by the specifications to the County for approval. The Contractor shall prepay any shipping charges. Any materials or equipment for which samples are required shall not be used in the Work until reviewed by County.

**5.2.2** Each sample shall have a label indicating:

- 1) Name of project building or facility, project title, and project number.
- 2) Name of Contractor and, if appropriate, name of subcontractor.
- 3) Identification of material or equipment with specification requirement.
- 4) Place of origin.
- 5) Name of manufacturer and brand (if any).
- 6) Identify by specification section.

**5.2.3** Samples of finished materials shall have additional markings that will identify them in reference to the finish schedules.

**5.2.4** The Contractor shall mail a letter in triplicate under separate cover submitting each shipment of samples and containing the information required in paragraph 5.2.2. He shall enclose a copy of this letter with the shipment and send a copy to the County representative on the project. Approval of a sample shall be only for the characteristics or use named in such review and shall not be construed to change or modify any Contract requirement. Substitutions will not be permitted unless they are approved under paragraph 5.3.

**5.2.5** Approved samples not destroyed in testing will be sent to the County. Approved samples of hardware in good condition will be marked for identification and may be used in the Work. Materials and equipment incorporated in the Work shall match the approved samples. Other samples not destroyed in testing or not approved will be returned to the Contractor at his expense if so requested at time of submission.

**5.2.6** Failure of any material to pass the specified tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material or equipment under this Contract.

**5.2.7** Samples of various materials or equipment delivered on the site or in place, may be taken by the County for testing. Samples failing to meet Contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met Contract requirements, or there shall be a proper adjustment of the Contract price as determined by the County.

**5.2.8** Unless otherwise specified, when tests are required, only one test of each sample proposed for use will be made at the expense of the County. Samples which do not meet specification requirements will be rejected. Requests for testing of additional samples by Contractor may be made by the County at the expense of the

Contractor.

### **5.3 SUBSTITUTIONS**

- 5.3.1** Wherever the name, or brand, or manufacturer of an article is specified in the Contract Documents, it is used as a measure of quality and utility or a standard. Except in those instances where the product is designated to match others presently in use, specifications calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may propose any equal material, product, thing or service in their bid. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall list definite particulars of that which he considers equivalent to the specified item in his bid. The Contractor shall have thirty-five (35) days after the award of the Contract for submission of data substantiating substitution of "equal" items. The County will then determine whether or not the proposed name brand or article is equal in quality and utility to that specified in the Contract Documents, and its written decision shall be final.
- 5.3.2** No proposal will be considered unless accompanied by complete information and descriptive data necessary to determine the equality of the offered materials, articles, or equipment. Samples shall be provided when requested by the County.
- 5.3.3** The burden of proof as to the comparative quality or suitability of the offered materials, articles, or equipment shall be upon the Contractor. The County shall be the sole judge as to such matters. In the event that the County rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name in the specifications shall be furnished.
- 5.3.4** The County will examine Contractor's submittals with reasonable promptness. Return of the submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents nor shall it relieve him from responsibility for errors in the submittals. A failure by the Contractor to identify, in his letter of transmittal, material deviations from the Contract Documents shall void the submittal and any action taken thereon by the County. When specifically requested by the County, the Contractor shall resubmit such shop drawing(s), descriptive data, and samples as may be required.
- 5.3.5** If any mechanical, electrical, structural, or design revisions are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract Documents, such changes shall not be made without the consent of the County's authorized representative, and shall be made without additional cost to the County, such costs, including the fees of the Architect, to be borne by the Contractor.

## **ARTICLE 6 SCHEDULES**

### **6.1 CONSTRUCTION SCHEDULE**

- 6.1.1** The Contractor shall prepare and submit to the County a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient features of the work (including acquiring materials and equipment). The schedule shall be in the form of a CPM (critical path method) schedule, of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. The scheduled completion date shall be the same as the contractual completion date, for the initial schedule and subsequent updates. Any proposed early completion date shall show the difference between that date and the contract completion date as Float, which shall belong to both the County and Contractor.

- 6.1.2** If, in the opinion of the County, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, without additional cost to the County. The Contractor shall submit any supplementary schedule or schedules in CPM form as the County deems necessary to demonstrate how the approved rate of progress will be regained.
- 6.1.3** All schedule updates must accurately reflect the as-built schedule. There shall be no change to the Critical Path without the County's written consent.

## **ARTICLE 7    TIME, LIQUIDATED DAMAGES AND EXTENSIONS**

### **7.1    TIME OF WORK**

The Contractor shall commence work on this project immediately upon receipt of the written Notice to Proceed and shall perform the work diligently to completion within the number of calendar days specified in the Contract. Neither site access nor physical work shall be commenced before the Contract is fully executed, and bonds, insurance and the schedule are submitted as required by the Contract Documents. No work shall be done on Saturday, Sunday and holidays and no work shall be performed outside of normal working hours without the prior written consent of the County, unless required by these Specifications. See: Working Hours.

### **7.2    LIQUIDATED DAMAGES**

If the Work is not completed within the time required, damage will be sustained by the County. It is and will be impracticable and extremely difficult to ascertain and determine actual damage which County will sustain by reason of such delay; and it is therefore agreed that Contractor will pay to County the sum of \$1000.00 per day for each and every day's delay in finishing the Work beyond the time prescribed. If the Contractor fails to pay such liquidated damages, the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

### **7.3    UNAVOIDABLE DELAYS**

#### **7.3.1    TIME EXTENSION**

- a.    The Contractor will be granted an extension of time for completion of the Work beyond that named in the Contract Documents, for delays which may result through causes beyond the control of the Contractor and which he could not have avoided by the exercise of care, prudence, foresight and diligence. The appropriate extension of time shall constitute full compensation. Costs associated with extended overhead will not be considered.
- b.    If the Contractor is allowed extensions of time in which to complete the Work equal to the sum of all unavoidable delays, plus any adjustments of contract time due to contract change orders, during such extension of time liquidated damages shall not be charged to the Contractor.
- c.    Unavoidable delays within the meaning of this section shall be those caused by Acts of God or of the public enemy, fire, epidemics, or strike. There will be no liquidated damages for delays as described within this paragraph.
- d.    Delays in the performance of parts of the work which may in themselves be unavoidable, but do not necessarily prevent or delay the performance of critical activity(s) while the

activity(s) is on the Critical Path, will not be considered as unavoidable delays within the meaning of the contract and shall not be the basis of a claim for delay.

### **7.3.2 WEATHER**

Inclement weather shall not be a prima facie reason for granting a time extension. The Contractor shall make every effort to continue work under prevailing conditions. However, if the inclement weather prevents the Contractor from beginning at the usual starting time, or prevents the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force towards completion of the day's current Critical Path activities (shown on the most current, and accepted schedule update) for a period of at least five (5) hours, and the crew is dismissed as a result thereof, the County will designate such time as unavoidable delay and grant a one (1) calendar day, non-compensable, time extension.

### **7.3.3 NOTICE OF DELAYS**

- a. Whenever the Contractor foresees any delay in the performance of a Critical Path work activity, and in any event immediately upon the occurrence of any delay which he regards as an unavoidable delay, the Contractor shall notify the County in writing of such delay and its cause, in order that the County may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, and 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 are to be delayed thereby.
- b. After the completion of any part or the whole of the Work, the County, in calculating the amount due the Contractor, will assume that any and all delays which have occurred have been avoidable delays, except such delays as shall have been called to the attention of the County at the time of their occurrence and found by the County to have been unavoidable as substantiated by a change order. The Contractor shall make no claims that any delay not called to the attention of the County at the time of its occurrence has been an unavoidable delay.

### **7.4 REQUEST FOR TIME EXTENSION**

**7.4.1** In the event the Contractor requests an extension of contract time for unavoidable delay, justification shall be submitted no later than seven (7) calendar days after the initial occurrence of any such delay. When requesting time for proposed change orders, the request(s) must be submitted with the proposed change order with full justification. If the Contractor fails to submit justification he shall waive his right to a time extension at a later date. Justification must be based on the currently accepted contract schedule as updated at the time of occurrence of delay or execution of work related to any change(s) in the scope of work. The justification must include a schedule, including, but not limited to, the following information:

- a. The duration to perform the activity relating to the change(s) in the work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- b. Logical activity ties to the contract schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay.

**7.4.2** The County, after receipt of such justification and supporting evidence, shall make its finding of fact. The County's decision shall be final and conclusive and the County will advise the Contractor in writing of such

decision. If the County finds that the Contractor is entitled to any extension of Contract time, the County's determination as to the total number of days of extension shall be based upon the latest updated version of the approved contract schedule.

- 7.4.3 In the event the Contractor disagrees with the County's decision, the Contractor shall be required to submit a claim pursuant to the DISPUTE article.

## **ARTICLE 8      PERFORMANCE**

### **8.1      SUPERVISION & CONSTRUCTION PROCEDURES**

- 8.1.1 The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, project safety, and shall coordinate all portions of the Work under the Contract, including the relations of the various trades to the progress of the Work, in accordance with the provisions of the Contract Documents.
- 8.1.2 The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the work under a contract with the Contractor.
- 8.1.3 The Contractor is an independent contractor and nothing in the Contract Documents shall be interpreted to make the Contractor an agent of the County.

### **8.2      SUPERVISION**

- 8.2.1 Within seven (7) days after the Notice to Proceed, the Contractor shall provide to the County an organization chart outlining key job personnel. The Contractor will also provide a Letter of Authority or Corporate Resolution for the individual(s) authorized to sign documents on its behalf, i.e., payment requests, change orders, inspection reports, etc.
- 8.2.2 The Contractor shall employ, during the progress of the Work, a competent Project Superintendent and any necessary assistants, as approved by the County. The Project Superintendent shall not be changed except with the consent of the Authorized Representative of County, unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ. The County shall be notified immediately of any new Superintendent appointed to the Work and the Contractor shall submit qualifications for approval. The Superintendent shall represent the Contractor and all directions given to him shall be as binding as if given to the Contractor.
- 8.2.3 The County shall be supplied at all times with the name and telephone number of a person in charge of or responsible for the Work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

### **8.3      CONDUCT OF WORK**

- 8.3.1 In connecting one kind of work with another, marring or damaging same will not be permitted and, in the event such occurs, shall be corrected by the Contractor at its cost prior to acceptance by the County. Should improper work of any trade be covered by another which results in damage or defects, the whole work affected shall be made good by the Contractor without expense to County.

### **8.4      PROTECTION OF WORK & PROPERTY**



**8.4.1** The Contractor shall continuously maintain adequate protection of the Work from damage and shall protect the County's property from injury or loss in connection with this Contract. He shall make good any such damage, injury, or loss, except what may be directly due to errors in the Contract Documents or caused by agents or employees of the County. He shall adequately protect adjacent property as provided by law and the Contract Documents.

**8.4.2** The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Work site which are not to be removed and which do not unreasonably interfere with the work required under this Contract.

**8.4.3** The Contractor shall protect from damage all existing improvements and utilities at or near the Work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails to repair the damage promptly, the County may have the necessary work performed and charge the cost to the Contractor.

## **8.5 CONTRACTOR'S RESPONSIBILITY FOR WORK**

**8.5.1** Until Acceptance of the Work by the County, Contractor shall have the charge and care thereof and shall bear risk of injury or damage to any part of the Work by action of the elements. If a separate Contractor sues the Owner, on account of any loss so sustained, the County shall notify the Contractor, who shall indemnify and hold harmless the County against any expenses, or judgment arising therefrom.

**8.5.2** Contractor, at its cost, shall rebuild, repair, restore and make good all damages from the elements to any portion of the Work occasioned by such causes before its Acceptance.

**8.5.3** No advertising of any description will be permitted in or about the Work, except by order of the County.

**8.5.4** Contractor shall not create or permit the continued existence of any nuisance in or about the Work.

## **8.6 UTILITIES**

**8.6.1** Unless otherwise provided for under separate sections herein, Contractor will arrange all water, gas, and electricity required for construction purposes until acceptance of the Work. Contractor shall pay for such services unless otherwise specifically noted.

**8.6.2** Utilities shall not be interrupted except with the approval of the County. A two (2) work day written notice is required prior to any and all interruptions. Interruptions shall be scheduled so as to minimize duration and disruption to existing operations.

- 8.6.3**
- a. The Contractor shall send notices, make all necessary arrangements, and perform all other services required in the care and maintenance of all public utilities.
  - b. Enclosing or boxing in, for protection of any public utility equipment, shall be done by the Contractor. Upon completion of the Work, the Contractor shall remove all enclosures, and leave in a finished condition.
  - c. All connections to public utilities shall be made and maintained in a manner so as not to

interfere with the continuing use of same by the County during the entire progress of the Work.

## **8.7 WORKING HOURS**

- 8.7.1** All work shall be performed on a calendar day basis during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor of his own volition outside such established working hours shall be at no additional expense to the County and without County approval.
- 8.7.2** It is expressly stipulated that no laborer, workman, or mechanic employed at any time by the Contractor or by any subcontractor(s) under this Contract upon the Work or any part thereof, shall be required or permitted to work thereon more than eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except, as provided by Section 1815 of the California Labor Code. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the California Labor Code, all the provisions of which are deemed to be incorporated herein, said contractor shall forfeit, as a penalty to County, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of this Contract by contractor for each calendar day during which said laborer, workman, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of said Sections of the Labor Code.
- 8.7.3** The Contractor, and each subcontractor, shall keep an accurate record showing the names of and actual hours worked each calendar day and each calendar week by all laborers, workmen, and mechanics employed by them in connection with the Work contemplated by this Contract, which record shall be open at all reasonable hours to the inspection of the County or its officers or agents and to the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- 8.7.4** No construction work shall be done on Saturdays, Sundays or County holidays and no work shall be performed outside of normal working hours without the prior written consent of the County. In any event, all work shall be subject to approval of the County. Prior to start of such work, the Contractor shall arrange with the County for the continuous or periodic inspection of the Work and testing of materials, when necessary. If requests are made by the Contractor for permission to work overtime, nights, Saturdays, Sundays or County holidays, and such requests are granted, the Contractor shall bear all extra expense to the County for inspection and other incidental expenses caused by such overtime work. If contractors are requested, in the interest of the County, to work overtime by the County, or if overtime work is specifically required by these specifications, all extra expense of inspection will be paid by the County.

## **8.8 MATERIAL & EQUIPMENT**

- 8.8.1** Materials, equipment, and articles incorporated into the Work shall be new and of equal quality to the types and grades specified. When not particularly specified, the Contractor shall submit for approval satisfactory evidence as to the kind and quality of material. See SUBSTITUTION provision 5.3 concerning "or equal" requirements and procedure for submitting alternative material, articles, or equipment.
- 8.8.2** All materials shall be delivered so as to insure a speedy and uninterrupted progress of the Work. All materials shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure on the Work site, and the Contractor shall be entirely responsible for damage or loss by weather, theft, vandalism, or other cause.
- 8.8.3** Materials shall be stored to assure the preservation of their quality and fitness for the Work. Stored materials shall be reasonably accessible for inspection. When considered necessary by the County, stored materials shall be placed on wooden platforms or on other hard, clean surfaces and not directly on the ground, and shall be

placed under cover when so directed.

## **8.9 LAYOUT OF WORK**

**8.9.1** The Contractor shall lay out its work from established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, material, and labor required to lay out any part of the Work. The Contractor shall be responsible for executing the Work to the lines and grades that may be established or indicated in the Contract Documents. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the County until authorized to remove them. If such marks are destroyed by the Contractor before their removal is authorized, the County may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

## **8.10 USE OF PREMISES**

**8.10.1** The Contractor shall maintain the entire premises under his control in an orderly condition. He shall store his apparatus, materials, supplies and equipment in such a manner as will not interfere with the progress of his work or the work of other contractors.

## **8.11 OPERATIONS & STORAGE**

**8.11.1** The Contractor shall confine all operations (including storage of materials) on County premises to areas authorized or approved by the County.

**8.11.2** Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the County and shall be built with labor and materials furnished by the Contractor without expense to the County. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at his expense upon completion of the work.

**8.11.3** The Contractor shall, under regulations prescribed by the authority having jurisdiction, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the authority having jurisdiction. When materials are transported in performance of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or County regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair, or pay for the repair, of any damaged curbs, sidewalks, or roads.

## **8.12 HEAT/POWER/LIGHT**

**8.12.1** Unless otherwise specified or already provided by the County, the Contractor shall:

- a. Provide heat, as necessary to protect all work, materials, and equipment against injury from dampness and cold;
- b. Provide heat as necessary in the area where work is to be done to provide the minimum temperature recommended by the supplier or manufacturer of the material;
- c. Provide electric power and light as required for performance of the Work.

## **8.13 CLEANING UP**

**8.13.1** The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste

materials. Before completing the Work, the Contractor shall remove from the work and premises any weeds, rubbish, tools, scaffolding, equipment, and materials that are not the property of the County. Upon completing the Work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the County.

## **ARTICLE 9    SAFETY & HEALTH**

### **9.1    ACCIDENT PREVENTION**

**9.1.1** In performing this Contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions. For these purposes, the Contractor shall:

- a. Provide a copy of its safety program;
- b. Provide appropriate safety barricades, signs, and signal lights;
- c. Comply with standards issued by the U.S. Government, State, County and City, and other governing agencies having jurisdiction;
- d. Ensure that any additional measures the County determines to be reasonably necessary for this purpose are taken.

**9.1.2** The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the County.

**9.1.3** Before beginning excavation for a trench 5 feet or more in depth, Contractor shall provide evidence of having obtained a permit from the authority having jurisdiction.

**9.1.4** Nothing herein shall be deemed to allow use of shoring, sloping, or protective systems less effective than those required by the Construction Safety Orders of the California Division of Industrial Safety.

### **9.2    SANITARY FACILITIES**

**9.2.1** Contractor shall supply and maintain at its expense such toilets and other sanitary facilities including those which are accessible by the disabled as per ADA and Title 24 requirements necessary for use by visitors and workers employed at the job site. Such facilities shall be approved by the County.

### **9.3    RESPONSIBILITY FOR COMPLIANCE WITH CAL-OSHA**

**9.3.1** All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal-OSHA rules and regulations.

**9.3.2** Contractor warrants that he and each of his subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal-OSHA. The Contractor assumes full and total responsibility for compliance with Cal-OSHA standards by his subcontractors as well as himself. The cost of complying with any order and/or payment of any penalty assessed pursuant to Cal-OSHA shall be borne by the Contractor. Nothing contained therein shall be deemed to prevent the Contractor and his subcontractors from otherwise allocating between themselves responsibility for compliance with Cal-OSHA requirements; provided, however, that the Contractor shall not thereby, in any manner whatsoever, be relieved of his

responsibility to the County as herein set forth.

#### **9.4 TOXIC AND HAZARDOUS MATERIALS AND WASTE**

##### **9.4.1 ASBESTOS**

Operations which may cause release of asbestos fibers into the atmosphere shall meet the requirements of Title 8 CCR General Industrial Safety Orders, Section 5208 and California law. Some operations which may cause such concentrations include sanding, grinding, abrasive blasting, sawing, drilling, shoveling, or otherwise handling materials containing asbestos so that dust will be raised.

##### **9.4.2 TOXIC MATERIALS**

Operations which release toxic materials into the atmosphere shall meet the requirements of Title 8 CCR General Industrial Safety Orders. Some operations which may release such materials include use of adhesives, sealants, paint, and other coatings.

##### **9.4.3 LEAD-BASED PAINT**

Lead-based paint is prohibited. Lead-based paint is defined as:

- a. Any paint containing more than five-tenths of one percentum lead by weight (calculated as lead metal in the total non-volatile content of the paint) or the equivalent measure of lead in the dried film of paint applied or both; or
- b. For paint manufactured after June 22, 1977, any paint containing more than six one-hundredths of one percentum lead by weight (calculated as lead metal) in the total content of the paint or the equivalent measure of lead in the dried film or paint already applied.

##### **9.4.4 HAULING AND DISPOSAL**

All hauling and disposal shall meet requirements of Title 22 CCR, Division 4, Chapter 30, "Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes."

##### **9.4.5 ASBESTOS PROHIBITED**

No products or materials containing asbestos shall be incorporated into the Work without the prior written approval of the County.

#### **ARTICLE 10 COUNTY-FURNISHED PROPERTY**

##### **10.1 COUNTY-FURNISHED PROPERTY**

- 10.1.1** The County may furnish to the Contractor property as identified in the specification(s) to be incorporated or installed into the Work or used in performing the Contract. The listed property will be furnished f.o.b. railroad cars at the place specified in the Contract or f.o.b. truck at the project site. The Contractor is required to accept delivery. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the County within twenty-four (24) hours of delivery, also specifying any damage to or shortage of the property as received. All such property shall be installed or incorporated into the Work at the expense of the Contractor, unless otherwise indicated in this Contract.

- 10.1.2** Each item of property to be furnished under this clause shall be identified by the Contractor in a schedule by quantity, item, and description. Schedule form will be provided by the County.
- 10.1.3** The Contractor shall be held responsible for all material delivered to him and deductions will be made from any moneys due him to make good any shortages and deficiencies, from any cause whatsoever, which may occur after such delivery.
- 10.1.4** The Contractor shall set up accounting records and establish an inspection procedure as approved by the County.

## **ARTICLE 11    BENEFICIAL OCCUPANCY**

### **11.1            BENEFICIAL OCCUPANCY**

- 11.1.1** The County shall have the right to take possession of or use any completed or partially completed portion of the Work. The County's possession or use shall not be deemed an acceptance of any Work under the Contract. The Contractor will continue to pay for any portion of the utilities which he is using.
- 11.1.2** While the County has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to that portion of the Work resulting from the County's possession or use. If Contractor believes the partial possession or use by the County will delay the progress of the Work or will cause additional expense to the Contractor, Contractor shall immediately submit a written request for an equitable adjustment in the Contract price or the time of completion. County will then consider such request and, if in its judgment it is justified, the County will modify the contract in writing accordingly. In the event the Contractor disagrees with the County's decision, the Contractor shall be required to submit a claim pursuant to the DISPUTE article.

## **ARTICLE 12    INSPECTION AND TESTING**

### **12.1            INSPECTION AND TESTING**

- 12.1.1** The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this Contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the County. The County shall at all times have access to the Work, and the Contractor shall provide proper facilities for such access and for inspection.
- 12.1.2** County inspections and tests are for the sole benefit of the County and do not:
- a.        Relieve the Contractor of responsibility for providing adequate quality control measures;
  - b.        Relieve the Contractor of responsibility for damage to or loss of the material before Acceptance;
  - c.        Constitute or imply Acceptance; or
  - d.        Affect the continuing rights of the County after Acceptance regarding latent defects, gross mistakes, fraud or the County's rights under any warranty or guarantee.
- 12.1.3** The presence or absence of a County inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the County's written authorization.

- 12.1.4** The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the County. The County may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. Special, full size, and performance tests shall be performed as described in the Contract.
- 12.1.5** The Contractor shall, without charge, replace or correct work found by the County not to conform to contract requirements, unless in the public interest the County consents to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- 12.1.6** If, before Acceptance of the Work, the County decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet Contract requirements, the County shall issue a Change Order for such removal and reinstallation.
- 12.1.7** The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the County to all parts of the work, and to the shops wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the County of its readiness for inspection and without the approval or consent of County. Should any such work be covered up without such notice, approval, or consent, it must, if required by County, be uncovered for examination at the Contractor's expense.
- 12.1.8** The Contractor shall notify the County at least one (1) work day in advance of the time scheduled for the inspection. Should the Contractor fail to notify the County and proceed with work requiring inspection, all such work is rejected, and no further work shall be done on that portion of the project until the rejected work is accepted by the County. Should the Contractor request acceptance of such rejected work the County shall, at the Contractor's expense, secure the services of private material testing laboratories, consulting engineers or licensed land surveyors, who shall certify that said work does in fact conform to the requirements of the Contract Documents. The work previously rejected shall be accepted by the County after receipt of such certification if the County approves of such certification.
- 12.1.9** If the Contractor does not promptly replace or correct rejected work, the County may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- 12.1.10** Construction review of the Contractor's performance by the County is not intended to include the review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- 12.1.11** The County will pay for initial testing services specified to be performed by the County. When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by the County from the Contract sum.

## **12.2 INSPECTION BY OTHER JURISDICTIONS**

Whenever any part of the Work to be performed is under the jurisdiction or control of another public entity, including but not limited to: The United States Government, State of California, or City, such work shall be

subject to inspection by the officials of such entities and it must pass inspection, in addition to County inspection, and such other inspections as may otherwise be provided for in the Contract Documents.

### **12.3 FINAL INSPECTION AND TESTS**

The Contractor shall give the County at least ten (10) calendar days advance written notice of the date the Work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started within ten (10) calendar days from the date specified in the aforementioned notice unless the County determines that the Work is not ready for final inspection and so informs the Contractor.

## **ARTICLE 13 ACCEPTANCE**

### **13.1 ACCEPTANCE OF THE WORK**

- 13.1.1 After the final inspection by County and all the contract documentation has been received, it will be recommended to the County Board of Supervisors to accept the Work and file a Notice of Completion. Upon approval of the Notice of Completion, a copy will be sent to the Contractor. (See final payment clause.) Upon Acceptance of the Work, Contractor will be relieved of the duty of maintaining and protecting the Work. Neither determination by the County that the Work is complete, nor Acceptance thereof, shall operate as a bar to County's claim against Contractor pursuant to Contractor's warranty and guarantees.
- 13.1.2 Partial payments shall not be construed as acceptance of any part of the Work.
- 13.1.3 In judging the Work, no allowance for deviations from the drawings and specifications will be made, unless already approved in writing at the time and in the manner as called for herein.
- 13.1.4 County shall be given adequate opportunity to make any necessary arrangements for fire insurance and extended coverage.
- 13.1.5 The Acceptance of the Work will not be recommended until all requirements of the Contract Documents are complete and approved by the County. This shall include, but is not limited to, all construction, guarantee forms, parts lists, schedules, tests, operating instructions, as-built drawings, and all other documentation identified by the Contract Documents.

## **ARTICLE 14 WARRANTY AND GUARANTEES**

### **14.1 CONTRACTOR'S WARRANTY AND GUARANTEE**

- 14.1.1 Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified, and that all Work performed under this Contract conforms to the Contract requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- 14.1.2 This warranty shall continue for a period of one (1) year from the date of filing of Notice of Completion on the Work. The Performance Bond shall remain in force during the warranty period.
- 14.1.3 The Contractor shall remedy at the Contractor's expense any damage to County-owned or controlled real or personal property, when that damage is the result of:
  - a. The Contractor's failure to conform to Contract requirements or
  - b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.



- 14.1.4** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 14.1.5** The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified in writing by the County of any work not in accordance with the requirements of the Contract or any defects in the Work, commence, and perform with due diligence, all work necessary to fulfill the terms of this Article. If the Contractor fails to remedy any defect, or damage within fourteen (14) calendar days after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense. Payment due to the Architect from the County for extra architectural services required in the enforcement of Contractor's guarantee after Acceptance of the Work shall be paid to the County by the Contractor.
- 14.1.6** In the event of any emergency constituting an immediate hazard to health or safety of County employees, property, or licensees, when caused by work of the Contractor that is not in accordance with the Contract requirements, the County may undertake at Contractor's expense and without prior notice, all work necessary to correct such hazardous condition(s).
- 14.1.7.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:
- a. Obtain all warranties that would be given in normal commercial practice;
  - b. Require all warranties to be executed, in writing, for the benefit of the County, unless directed otherwise by the County; and
  - c. Enforce all warranties for the benefit of the County, unless otherwise directed by the County.
- 14.1.8** This warranty shall not limit the County's rights under the Inspection and Acceptance section(s) of this Contract with respect to latent defects, gross mistakes, or fraud.

## **ARTICLE 15 ENVIRONMENTAL PROTECTION**

### **15.1 DUST CONTROL**

**15.1.1** The Contractor shall provide any and all dust control required.

**15.1.2** Whenever the Contractor is negligent in providing dust control, the County shall order the Contractor to provide such dust control. If the Contractor does not comply promptly with such order, the County shall have the authority to provide such dust control and charge the Contractor therefore by deducting the cost from progress payments to the Contractor as such costs are incurred by the County. The County shall not be held responsible for schedule delays due to actions taken by County to mitigate the failure of the Contractor in providing dust control.

### **15.2 EXCESSIVE NOISE**

**15.2.1** The Contractor shall use only such equipment on the Work and in such state of repair, that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

15.2.2 Should the County determine that the muffling device on any equipment used on the Work is ineffective or defective so that the noise tolerance of such equipment is exceeded, such equipment shall not, after such determination by the County, be used on the Work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

### 15.3 POLLUTION CONTROL, CLEANING

15.3.1 The Contractor shall not, in connection with the Work, discharge any smoke, dust, or other contaminants into the atmosphere which are in violation of South Coast Air Quality Management District standards or discharge any fluids or materials into any lake, river, stream, or channel as will violate regulations of State of California Water Resources Board. The Contractor shall control accumulation of waste materials and rubbish and dispose of waste materials and rubbish off-site at a minimum of weekly intervals. Burning of materials is not permitted.

## ARTICLE 16 EMPLOYMENT PRACTICES

### 16.1 QUALIFICATIONS FOR EMPLOYMENT AND APPRENTICESHIP STANDARDS

16.1.1 In accordance with Section 1735 of the California Labor Code, no person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any Work under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed to perform Work under this Contract; provided that this requirement shall not operate against any physically handicapped persons otherwise employable where such persons may be safely assigned to Work which they ably perform.

16.1.2 This contract is subject to the provisions of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Section 1777.5 as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of this project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract.

16.1.3 The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making contributions.

16.1.4 All employees engaged in work on the project under this Contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employers in the designation of such employees for the purpose of collective bargaining or other mutual aid or protection, and no person seeking employment under this Contract shall be required as a condition of initial or continued employment to join any company, union, or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing. No person in the employment of the County shall be employed by this contractor.

### 16.2 WAGES & RECORDS

#### 16.2.1 WAGE RATES

- a. Pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of workman needed to execute the contract

which will be awarded to the successful bidder, copies of which are on file and available upon request at the Clerk of the Board, Board of Supervisors, 4080 Lemon St., 14th Floor, Riverside, CA 92501-3655, and shall be posted at the job site.

- b. It shall be mandatory upon the Contractor and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty to County, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him or by any subcontractor under him; and Contractor agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.
- c. In case it becomes necessary for the Contractor or any sub-contractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the County who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.
- d. The County will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the County on the Contract.

#### **16.2.2 WAGE RECORDS**

- a. The Contractor and each subcontractor shall keep or cause to be kept an accurate record (certified payroll) showing the names and occupations of all laborers, workers, and mechanics employed by him in connection with the execution of this Contract or any subcontract thereunder. The record shall show the actual per diem wages paid to each of said workers, which records shall be provided to the County, and to the Division of Labor Standards Enforcement upon its request. Copies provided will include one which has the name and social security numbers marked out.

#### **16.3 NOTICE OF LABOR DISPUTES**

**16.3.1** If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice, including all relevant information, to the County.

**16.3.2** The Contractor agrees to insert the substance of this clause, including this paragraph into any subcontract in which a labor dispute may delay the timely performance of this Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information concerning the dispute.

#### **16.4 NONDISCRIMINATION**

#### **16.4.1 EQUAL EMPLOYMENT OPPORTUNITY**

- a. Contractor agrees for the duration of this Contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.
- c. The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.
- d. The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.
- e. The Contractor agrees that it will assist and cooperate with the County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.
- f. In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part by the County.

#### **16.4.2 HANDICAPPED NON-DISCRIMINATION**

This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 794), and the Americans with Disabilities Act of 1990, as amended, and all requirements imposed by the guidelines and interpretations issued thereto. In this regard, the County and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

#### **16.4.3 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM**

In the performance of this Contract, the Contractor will not discriminate against any employee or Applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

#### **16.4.4 ACCESS TO RECORDS**

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this Contract.

#### **16.4.5 REMEDIES FOR WILLFUL VIOLATION**

The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Sections 12900, et seq.

### **ARTICLE 17    SUBCONTRACTING**

#### **17.1 SUBCONTRACTORS**

**17.1.1** A subcontractor is an individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work. In accordance with Section 4104 of the Public Contract Code, each Contractor, in his bid, shall include the name and location of each subcontractor who will perform work or labor, or render services to the Contractor in or about the Work in an amount in excess of one half of 1% of the Contractor's total bid.

**17.1.2** The County reserves the right to approve all subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of subcontractors which is submitted with his proposal will be deemed to be acceptable.

**17.1.3** The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

**17.1.4** Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the County.

**17.1.5** The divisions or sections of the specifications are not intended to control the Contractor in dividing the Work among subcontractors or to limit the work performed by any trade.

#### **17.2 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR**

**17.2.1** The Contractor agrees to bind every subcontractor by the terms of the Contract with the County, the General Conditions, Supplementary Conditions, and the drawings and specifications as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the County.

### **17.3 SUBCONTRACTS**

**17.3.1** Pursuant to the provisions of Sections 4100 to 4114 of the California Public Contract Code, inclusive, the Contractor shall not, without the consent of the County, either:

- a. Substitute any persons as subcontractors in place of the subcontractors designated in his original bid without the consent of County. (The County's consent can only be given in cases permitted by Public Contract Code Section 4107.)
- b. Permit any subcontract to be assigned or transferred or allow any work to be performed by anyone other than the original subcontractor listed in his bid.
- c. Sublet or subcontract any portion of the work in excess of one-half of one percent of his bid to which his original bid did not designate a subcontractor.

Should the Contractor violate any of the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code, his so doing shall be deemed a violation of this Contract, and the County may either cancel the contract, or assess the Contractor a penalty in the amount of not more than ten (10) percent of the amount of the subcontract involved, or both.

### **ARTICLE 18 TAXES**

#### **18.1 SALES AND PAYROLL TAXES**

**18.1.1** Each Contractor, subcontractor, and material dealer shall include in their bid all applicable taxes including but not limited to sales tax and payroll taxes required by law.

### **ARTICLE 19 CHANGES**

#### **19.1 CHANGE ORDER WORK**

**19.1.1** The County reserves the right to make changes in the work without impairing the validity of the Contract. The County may make changes to the work, or suspend the work, and all such changes or suspension are within the contemplation of the parties and will not be a basis for compensable delay. Such changes may be made in accordance with any of the following methods:

- a. By written change order to the Contract ordered by the Board of Supervisors.
- b. By written change order, signed by the Assistant County Executive Officer/EDA, in the manner and amounts specified by Board Policy B-11.
- c. By written authorization, issued by the Assistant County Executive Officer/EDA, for items of work done under unit prices. The cost or credit for such added or omitted work shall be determined by multiplying the number of units added to or omitted from the work by the applicable unit price.

**19.1.2** Upon receipt of a proposed Change Order from County, the Contractor shall submit a proposal in accordance with the requirements and limitations set forth in this "Change Orders" article, for work involved in the contemplated change.

- 19.1.3** The Contractor must submit a cost proposal within fifteen (15) calendar days after receipt of the proposed change order. The Contractor must submit cost proposals in less than fifteen (15) calendar days if requested by the County or if required by schedule limitations.
- 19.1.4** If the Contractor fails to submit the cost proposal within the 15-day period (or as requested), the County has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the County's estimate of cost. If the change is issued based on the County estimate, the Contractor will waive his right to dispute the action unless within fifteen (15) calendar days following completion of the added/deleted work, the Contractor presents proof that the County's estimate was in error.
- 19.1.5** If the County disagrees with the proposal submitted by Contractor, it will notify the Contractor in writing and the Contractor may elect to proceed under the DISPUTE article of this Contract, or, in the event either party contests the price or time extension of Change work, or time is of the essence, the County may issue a Construction Change Directive and the contractor shall proceed with the work. The County will provide its opinion of the appropriate price and/or time extension in a "Response to Change Order Request." If the contractor agrees with the County's estimate, a change order will be issued by the County. If no agreement can be reached, the County shall have the right to issue the Change Order Directive setting forth its unilateral determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a Claim in writing to the County, within twenty-one (21) days of the Change Order Directive, disputing the terms of such Directive. No dispute, disagreement or failure of the parties to reach agreement regarding the amount, if any, of any adjustment to the contract sum or contract time shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously."
- 19.1.6** The Contractor will give notice of a requested change on his letterhead within seven (7) calendar days of discovery and, if the County agrees, a proposed change order will be issued on the County's standard change order form.
- 19.1.7** If any change involves an increase or decrease in the cost of the Contractor's work, a change order shall state the amount to be added or deducted from the Contract amount, and the additional time, if any, needed for the performance of such work.
- 19.1.8** Any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the County, except that when, in the opinion of the County, such basis is not feasible the change to the Contract amount shall be determined upon a cost-plus-percentage basis with a guaranteed maximum lump sum cost within the limitations provided by law.
- 19.1.9** Each lump sum quotation from the Contractor shall be accompanied by sufficiently detailed estimates to permit verification of totals in accordance with (a) through (d) in 19.1.11 below.
- 19.1.10** When the work is to be done on a cost-plus-percentage basis, the Contractor shall submit statements as required by the County showing all labor, material, and equipment costs incurred, and upon completion of the work, a summary of costs, including overhead and profit, and in accordance with Item (a) through (d) in 19.1.11 below.
- 19.1.11** Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
- a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft

or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- b. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery.
- c. Tool and Equipment Use. No payment will be made for the use of tools which have a replacement value of \$100 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
- d. Overhead, Profit and Other Charges. The mark-up for overhead and profit on work added to the Contract shall be according to the following Schedule.
  - (1) For work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the net cost of the work, equipment, labor and materials.
  - (2) For work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the net cost of the work, equipment, labor and materials, to which the Contractor may add five (5) percent of the subcontractor's price of the work.
  - (3) For work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the net cost for work, equipment, labor and materials to which sub-contractor and general contractor may each add an additional five (5 %) percent of the total price from the lower tier subcontractor.
  - (4) "Net Cost" is defined as consisting of costs of labor, materials and equipment use and/or rental only. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
  - (5) The cost of direct supervision, except when provided by working foreman whose time is included above, of change order work when done exclusively, and not in conjunction or at the same time as, other work performed on the job and when approved in advance by the County's authorized representative, including only payroll taxes, insurance, pension and direct costs for the labor of supervision may be charged to the change order. The cost of transportation, use of vehicle and other costs incurred by supervision will not be allowed.

**19.1.12** For added or deducted work by subcontractors, the Contractor shall furnish to the County the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the markup by such subcontractor for overhead and profit. The same requirement shall apply to sub-subcontractors.



- 19.1.13** For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the County a detailed estimate or quotation of the cost to the Contractor for such work, signed by such vendor or supplier.
- 19.1.14** Any change in the work involving both extras and credits shall show a new total cost, including subcontracts. Allowance for overhead and profit, as specified therein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 19.1.15** The Contractor shall identify any adjustment in time of the final completion of the Work as a whole which is directly attributable to the changed work within fifteen (15) calendar days of receipt of the proposed change order. The Contractor's request for a change in time will be supported by a detailed schedule analysis including a schedule indicating the activities which have been affected and the additional time being requested.
- a. For a change in time for the Work, the Contractor shall be entitled only to such adjustments where completion of the entire Work (critical path) is delayed due to the performance of the changed work. Failure to request extra time when submitting such estimate shall constitute waiver of the right to subsequently claim adjustment in time for final completion based upon such changed work.
  - b. If the County and the Contractor fail to arrive at an agreement on the amount of extra cost, credit or time extension for a proposed change, a change order will be processed in the amount believed by the County to be reasonable, and the Contractor shall proceed with the work. If the Contractor believes that the amount or time stipulated in the change order is not reasonable for the work required, he may elect to issue a notification in accordance with the DISPUTES article for review by the County, stating therein the basis for his dispute with such change order.
- 19.1.16** Any change in the Work shall conform to the original Contract Documents insofar as they may apply without conflict to the conditions involved in the change.
- 19.1.17** Payment for additional work or extras, if any, shall become due and payable in accordance with the provisions for payment in the Contract.
- 19.1.18** Contractor shall not reserve a right to assess impact cost, extended job site costs, extended overhead, and/or constructive acceleration at a later date as related to any and all changes. All costs or estimated costs must be supported with full schedule and cost documentation with each proposed change within the prescribed submission times. If a request for a change is denied and the Contractor disputes the denial, the Contractor must supply the aforementioned documentation to support his claim under the DISPUTES article of this Contract. No claims shall be allowed for impact, extended overhead costs, and/or construction acceleration due to the multiplicity of changes and/or clarifications. Any attempt by Contractor to change or modify the change order form (sample included herein) shall void the form, including any letters the Contractor may issue in conjunction therewith.
- 19.1.19** All alterations, extensions of time, extra and additional work and other changes authorized by these specifications or any part of the Contract may be made without securing consent of the surety or sureties on the contract bonds.

## **19.2 CHANGE ORDERS AND LABOR RATES GUIDELINES**

- 19.2.1** The following are guidelines for preparing change orders:

a. Labor Rates:

- (1) To establish the labor rate for each classification and trade, a breakdown shall be submitted to the County.
- (2) Labor rates are based on current prevailing state and federal wages. Only those benefits mandated by law or a valid labor contract are paid by the County.
- (3) Payroll taxes shall be paid as mandated by law. Labor related insurances shall be paid according to industry standard average.
- (4) No other costs related to labor shall be paid by County.

b. Change Orders:

- (1) Change orders shall be prepared in accordance with the project contract.
- (2) No insurance costs are paid by County, except for labor insurances specified in this guideline under section 1 titled "LABOR RATES".
- (3) Material cost shall be broken down on a separate sheet, and for those jobs designated as time and material shall be supported by valid invoices from suppliers.
- (4) Hours for non-productive labor, such as non-working foremen or general foremen, shall be paid only when justified in the opinion of the County, and approved by the County. The total number of nonproductive labor hours shall be limited to a maximum of 15% of the total number of productive labor hours.
- (5) Cost of use of special equipment shall be paid when justified in the opinion of the County, and approved by the County. Equipment refers to special equipment that is needed to perform that specific job, and does not include the usual tools customarily required for that trade. Small tools costs are not paid by County.
- (6) Material transportation costs are paid by County when justified in the opinion of the County, and approved by the County's authorized representative.
- (7) Overhead, profit and fees on subcontracts, are paid according to the contract.
- (8) No costs other than those designated above shall be paid by County. The percentages of overhead and fee allowed with change orders have been established to account for any other direct or indirect costs that might be incurred due to the change order.

### 19.3 AUDIT

**19.3.1** The County shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the County.

**19.3.2** The Contractor shall make available at its office at all reasonable times the materials described in paragraph

19.3.1 above, for examination, audit, or reproduction, until 4 years after final payment under this Contract.

**19.3.3** The Contractor shall insert a clause containing all the provisions of this 19.3, including this paragraph, in all subcontracts over \$10,000 under this contract.

## **ARTICLE 20    PAYMENT**

### **20.1    PROGRESS PAYMENTS**

**20.1.1** The County shall pay the Contractor the price as provided in this Contract.

**20.1.2** The County shall make progress payments monthly as the Work proceeds, on estimates approved by the County. The Contractor shall furnish a breakdown of the total contract price, in a format provided by the County, showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments.

**20.1.3** Contractor shall submit to the County vouchers, schedule activities, or other satisfactory proof of the value of any work for which he claims payment on such account, and receipts showing that progress payments have been duly made on such contracts, and for materials furnished.

**20.1.4** In the preparation of estimates, the County may authorize 75% of the value of material delivered and satisfactorily stored on the site, and preparatory work done to be taken into consideration for major equipment if:

- a. Consideration is specifically authorized by this Contract; and
- b. The Contractor furnishes certified receipt that it has acquired title and paid invoices for such material and that the material will be used to perform this Contract.

**20.1.5** On the 25th of each month the Contractor will submit his request for payment. Prior to that submittal the County will review the requested percentage of completion for each activity. The payment request will be in the format as provided by the County and will refer to the schedule.

**20.1.6** Upon receipt of a payment request, the County shall:

- a. Review that request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request; and
- b. Any payment request determined not to be a proper request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days after receipt. The returned request for payment shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

**20.1.7** Any progress payment which is undisputed and properly submitted and remains unpaid for thirty (30) calendar days after receipt by County shall accrue interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. 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 the seven-day return requirement set forth in 20.1.6 above.

**20.1.8** In making these progress payments, there shall be retained ten percent (10%) from the amount of each

progress payment until the work is 50% complete. After the 50% completion point, if satisfactory progress is being made and at the sole discretion of the County, the retention may be reduced to a minimum of 5% of the contract.

- 20.1.9** Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to this section without any retention, by posting securities in accordance with Public Contract Code Section 22300.
- 20.1.10** Contractor and each subcontractor shall pay each of its employees engaged in work under this Contract in full (less deductions made mandatory by law) in accordance with California law.
- 20.1.11** The County may withhold (in excess of retentions) or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the County from loss on account of:
- a. Defective work not remedied.
  - b. Claims filed or reasonable evidence indicating probable filing of claims.
  - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
  - d. Damage to another Contractor.
  - e. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted.
  - f. Default of the Contractor in the performance of the terms of the Contract.
- 20.1.12** Should stop notices be filed with the County, County shall withhold the amount required plus 25% from certificates until such claims shall have been resolved pursuant to applicable law. California Civil Code Section 3179 et seq.
- 20.1.13** At the election of the County, Contractor shall provide, within ten (10) calendar days of receipt of each progress payment, unconditional waivers and release of lien rights, signed by Contractor and each of its subcontractors and materials suppliers, in the form established therefore by Section 3262 of the Civil Code.
- 20.1.14** All material and work covered by progress payments made shall, at the time of payment, become the sole property of the County, but this shall not be construed as:
- a. An acceptance of any work not in accordance with the Contract Documents; or
  - b. Waiving the right of the County to require the fulfillment of all of the terms of the contract.

## **20.2 FINAL PAYMENT**

### **20.2.1 GENERAL**

- a. The County shall pay the amount due the Contractor under this Contract after:

- 1.) The Acceptance of all work and Notice of Completion per the terms of this Contract;
  - 2.) Presentation of a properly executed voucher;
  - 3.) Release of all liens and Stop Notices; and
  - 4.) Presentation of release of all claims against the County arising by virtue of this Contract, other than claims and disputes in stated amounts, that the Contractor has specifically excepted from the operation of the release.
- b. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien.

#### **20.2.2 FINAL CERTIFICATE FOR PAYMENT**

- a. When the work is ready for acceptance by the County, the Economic Development Agency will certify and submit to the Board of Supervisors a Notice of Completion. Upon approval of the Notice of Completion, a copy will be sent to the Contractor.
- b. Notice of Completion will be recorded by the County upon completion and Acceptance of the Work. Providing no stop notices have been filed, thirty-five (35) calendar days after filing of such Notice of Completion, payment due under the contract will become due to the Contractor and the County shall so certify authorizing the final payment.

#### **20.2.3 FINAL PAYMENT**

- a. After Acceptance of Work, the County will submit to Contractor a statement of the sum due Contractor under this contract, together with County payment in the amount thereof. Said statement shall take into account the contract price, as adjusted by any change orders; amounts already paid; sums to be withheld for incomplete work; liquidated damages; and for any other cause under the Contract.
- b. The Contractor shall, from the effective date of Acceptance until the expiration of four years after final settlement under this Contract, preserve and make available to the County, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract.

### **ARTICLE 21 SUSPENSION OF WORK/TERMINATION**

#### **21.1 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS**

**21.1.1** In the event the Contractor, after receiving written notice from the County of non-compliance with any requirement of this Contract, fails to promptly initiate appropriate action to comply with the specified requirement, the County shall have the right to withhold payment for work completed under the Contract until the Contractor has complied with the notice or has initiated such action as may be appropriate to comply, within a reasonable period of time. The Contractor shall not be entitled to any extension of contract time or payment for any costs incurred for work under this article.

**21.1.2** Should the Contractor abandon the Work called for under the Contract, or assign his Contract, or unnecessarily and unreasonably delay the work, or willfully violate or perform the work in bad faith, the

County shall have the power to notify the Contractor to discontinue all work or any part thereof under this Contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the County may designate, and the County shall have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the County may deem advisable to work at and be used to complete the work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of the work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the County out of such monies as may either be due, or may at any time thereafter become due to the Contractor under the Contract.

## **21.2 TERMINATION**

### **21.2.1 TERMINATION FOR BREACH**

If the Contractor should be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract, the County may serve written notice upon him and his surety of its intention to terminate Contractor's performance hereunder, said notice shall contain the reasons for such intention to terminate Contractor's performance, and, unless within ten (10) calendar days after serving of said notice, such violation shall cease and satisfactory arrangements for correction thereof be made, Contractor's performance shall, upon the expiration of said ten (10) calendar days, cease and terminate. In the event of any such termination, the County shall immediately serve written notice thereof upon the surety and the Contractor, and the County may take over the Contractor's work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plants, and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

### **21.2.2 TERMINATION FOR CONVENIENCE**

- a. If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the County may, without prejudice to any other right or remedy, terminate the Contract.
- b. The County may terminate performance of work under this Contract in whole or in part, if the County determines that a termination is in the County's interest. The County shall terminate by delivering to the Contractor a Notice to Terminate specifying the extent of termination and the effective date.
- c. After receipt of such Notice, and except as directed by the County, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
  - (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete any continued portion of the Contract.

- (3) To terminate all subcontracts to the extent they relate to the work terminated.
  - (4) With approval or ratification to the extent required by the County, settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts; the approval or ratification will be final for purposes of this clause.
  - (5) As directed by the County, transfer title and deliver to the County (1) the fabricated or unfabricated parts; work in progress, completed work, supplies, and other material produced or acquired for the work terminated; and (2) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the County.
  - (6) Complete performance of work not terminated.
  - (7) Take any action that may be necessary, or that the County may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the County has or may acquire an interest.
  - (8) Use its best efforts to sell, as directed or authorized by the County, any property of the types referred to in subparagraphs above; provided, however, that the Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at prices approved by the County. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the County under this contract, credited to the price or cost of the work, or paid in any other manner directed by the County.
- d. After termination, the Contractor shall submit a final termination settlement proposal to the County in the form and with the certification prescribed by the County. The Contractor shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination. If the Contractor fails to submit the proposal within the time allowed, the County may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- e. Subject to subparagraph (2) above, the Contractor and the County may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, may not exceed the total contract price as reduced by:
- (1) the amount of payments previously made and;
  - (2) the contract price of work not terminated. The contract shall be amended with a Change Order, and the Contractor paid the agreed amount.
- f. If the Contractor and County fail to agree on the whole amount to be paid the Contractor because of the termination of work, the County shall pay the Contractor the amounts determined as follows:

- (1) For contract work performed before the effective date of termination, the total (without duplication of any terms) of:
  - (i) The cost of this work;
  - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above; and
  - (iii) A sum, as profit on (i) above, determined by the County to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the County shall allow no profit under this subdivision (iii).
- (2) The reasonable costs of settlement of the work terminated including:
  - (i) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and
  - (ii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- g. Except for normal spoilage, the County shall exclude from the amounts payable to the Contractor the fair value, as determined by the County, of defective work, and of property that is destroyed, lost, stolen, or damaged so as to become undeliverable.
- h. The Contractor shall have the right to make a claim under the DISPUTES article, from any determination made by the County.
- i. In arriving at the amount due the Contractor, there shall be deducted:
  - (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract;
  - (2) Any claim which the County has against the Contractor under this Contract; and
  - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the County.
- j. If the termination is partial, the Contractor may file a proposal with the County for a Change Order of the price(s) of the continued portion of the Contract. The County shall process any Change Order agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by the County.
- k. The County may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the County believes the total of these payments will not exceed the amount to which the Contractor will be entitled. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the County upon demand, together with interest.



1. Unless otherwise provided in this Contract or by statute, the Contractor will maintain all records and documents relating to the terminated portion of this Contract for 4 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the County, State and/or the U.S. Government or their representatives at all reasonable times, without any direct charge.

## **ARTICLE 22    DISPUTES/CLAIMS**

### **22.1    CLAIMS RESOLUTION**

In accordance with Public Contract Code Sections 20104 20104.6 and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the Owner shall be resolved under the following the statutory procedure unless the Owner has elected to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

- a. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.
- b. Claims Under \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. Of additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- c. Claims over \$50,000 but less than or equal to \$375,000. The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available to the County, State and/or the U.S. Government or their representatives at all reasonable times, without any direct charge.
- d. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period(s), the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meet and confer conference within 30 days.

- e. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- f. If a civil action is filed to resolve any claim, the provisions of Public Contract Code 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

## **22.2 CLAIM FORMAT/REQUIREMENTS**

**22.2.1** The Contractor will submit the claim justification in the following format:

- a. Summary of claim merit and price plus clause under which the claim is made.
- b. List of documents relating to claim
  - (a) Specifications
  - (b) Drawings
  - (c) Clarifications (RFIS)
  - (d) Schedules
  - (e) Other
- c. Chronology of events and correspondence
- d. Analysis of claim merit
- e. Analysis of claim cost
- f. Analysis of Time in CPM format
- g. Cover letter and certification (form included herein)

**22.2.2** If any claim submitted includes a request for overhead, the County may request a Profit & Loss statement and supporting documentation from Contractor. If requested, such documentation must be submitted for the County to consider the claim.

**22.2.3** Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by County, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

## **22.3 NOTICE OF THIRD PARTY CLAIMS**

The County shall provide notification to the Contractor within a reasonable time after receipt of any third-party claim relating to the Construction Contract.

DOCUMENT 000105  
CERTIFICATIONS PAGE

CIVIL



LANDSCAPE



ARCHITECTURAL



**ELECTRICAL**



**END OF DOCUMENT**



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**END OF SECTION**

# SECTION 011100 SUMMARY OF WORK

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Description of construction delivered under a single contract.
  - 2. Restrictions that affect construction operations.
  - 3. Use of buildings, premises and site.

### 1.2 GENERAL SUMMARY OF WORK AND ADDITIONAL DEFINITIONS

- A. Owner: Riverside County, State of California
- B. Project Location: Riverside Regional County Medical Center; 26250 Cactus Avenue; Moreno Valley, CA 92555
- C. General Scope: Project consists of construction of site development capital improvements on the existing Riverside Regional County Medical Center campus including: demolition of portions of existing surface vehicular, pedestrian, and landscaping areas; demolition, relocation, and expansion of existing underground utility systems; new utility systems to support new and future site development and buildings; new surface vehicular and pedestrian paving, signage, retaining walls, landscaping, irrigation, site lighting, storm drainage, site furnishings, and related site features; all as described within the scope of the Contract Documents.
  - 1. Work Included: Provide labor, materials, articles, equipment, incidentals, items, tools, services, supplies, methods, operations, skills in such quantities as may be necessary to complete Project within intent of Contract Documents.
  - 2. Singular notations shall be considered plural where plural application is reasonably inferable. Mention or indication of extent of work under work division or specification section is done only for convenience of Contractor and shall not be construed as describing all work required under that Division or Section.
- D. Construction Contract: Construction will be accomplished under a single Prime Contract including General Construction, Mechanical and Electrical work.
- E. Construction Limits: Except as specifically indicated or as may be necessary to complete the Work under the Contract, activities of the Contract shall be limited to within the limits designated on Drawings.

### 1.3 SUBCONTRACTORS

- A. Do not award work to Subcontractor without prior approval of Owner and Architect. Approval will not be given until Contractor submits List of Subcontractors containing such information as Owner and Architect may require concerning the proposed Subcontractor and scope of subcontract. (Refer to Section 013300 - Submittals).

### 1.4 USE BY OWNER

- A. Owner reserves the right to let other contracts in connection with this Project or in connection with existing buildings. This Contractor must afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and shall properly connect and coordinate the contractor's work with theirs.
- B. If any part, unit, phase, or the entire Project is substantially complete or ready for use, Owner may, upon notice to Contractor, and without prejudice to rights of Owner or Contractors, make use of work that is substantially complete.

## **1.5 MAINTAINING SERVICES AND FUNCTIONS**

- A. General: It is essential that full Owner's services and functions are maintained throughout construction period, with minimum disturbance and disruption to Owner's operations. Contractor and Subcontractors shall be aware of these requirements and objectives. Contractor must conduct work and develop a detailed schedule to meet these requirements and objectives.

## **1.6 PERFORMANCE/PAYMENT BOND**

- A. Owner requires bonding in accordance with the General Conditions.

## **1.7 OTHER BONDS, PERMITS, FEES**

- A. Provide and pay for bonds, fees and permits that may be required, including bonds, permits and fees required by municipalities, including connecting fees, to directly accomplish work under this project.

## **1.8 WARRANTIES**

- A. In the event of conflict, inconsistency, or difference between a warranty issued by a supplier or contractor and terms of specifications, Owner, if it becomes necessary to enforce terms and provisions of warranty or specifications, may elect to enforce either submitted warranty or specifications.

## **1.9 ELECTRONIC FILES**

- A. Upon request, one copy of electronic files in Architect's current file format, including applicable layers, for each issue (bid packages, construction packages, addenda, etc.) will be provided via e-mail, CD, or website posting at Architect's option to General Contractor at no charge for:
  - 1. Architectural construction drawings
  - 2. Civil Engineering construction drawings
  - 3. Landscape Architectural construction drawings
  - 4. Electrical Engineering construction drawings
- B. Additional documents not listed or additional copies of electronic files are available upon request with advance payment of applicable fee(s) and subject to conditions of use. Contact Architect for schedules of fees and additional details about conditions. Subcontractors and others can obtain copies of electronic files from General Contractor.
- C. Electronic files and information therein are instruments of service and works in progress created for this Project and not to be used for other projects, additions to this project or completion of this Project by others.
- D. Signed and sealed original hard copy Drawings, Specifications and other documents as defined by General Conditions are Contract Documents. Electronic files are not Contract Documents and may be subject to manipulation beyond Architect's control. Therefore, Architect cannot verify that electronic files accurately or completely reflect Contract Documents, actual construction or field conditions. Each user of electronic files must determine accuracy, completeness and suitability for its intended use.
- E. Electronic files are subject to discrepancies as a result of numerous factors including but not limited to transmission and translation errors resulting from differences in software, hardware and other equipment related problems, disc or server malfunctions, data corruption during transmission through website or email and user error. Neither Architect nor Owner shall be responsible for such discrepancies.
- F. Architect makes no representation regarding accuracy, completeness or permanence of electronic files. Changes to Contract Documents may not be incorporated into electronic files including without limitation, Addenda information or revisions made after date indicated on electronic files.



- G. By accepting electronic files, user covenants not to sue, and agrees to indemnify and hold harmless Architect and Owner from costs (including attorneys' fees), claims or causes of action be it tort, breach of contract or otherwise that result from the use of electronic files, and waives claims for consequential and/or liquidated damages against Architect and Owner.
- H. Architect and Owner provide no warranties, express or implied with respect to electronic files, including but not limited to, Spearin type warranties, warranties of merchantability and/or fitness for a particular purpose.
- I. Use of electronic files provided by Architect does not obviate Contractor, subcontractor/installer or supplier from responsibility for proper checking and coordination of dimensions, details, member sizes, quantities and other requirements to facilitate complete and accurate fabrication, installation and completion of Work.
- J. Providing electronic files by Architect is not to be construed to be in derogation of reserved or intellectual property rights.

#### **1.10 COPIES OF DRAWINGS AND SPECIFICATIONS**

- A. Contractor will be provided with a maximum of ten (10) sets of Drawings and Specifications free of charge. Sets will be provided only to Contractor, who shall distribute to Subcontractors as Contractor deems proper. Use one set for the on-site set to record changes as Record Set.

#### **1.11 USE OF PREMISES - SPECIAL CONSIDERATIONS, REQUIREMENTS AND CONSTRAINTS**

- A. Accomplish work in streets in conformance with Municipality requirements and to a schedule as Municipality may require. Contractor must make arrangements with Municipality.

#### **1.12 USE OF PREMISES - CLEAN CONDITIONS**

- A. References: Refer to General Conditions for general cleaning requirements, Section 017700 for Project Closeout Clean-up and Section 015200 for additional temporary closure requirements.
- B. General: Contractor and subcontractors shall maintain clean conditions in areas of existing buildings and where new construction interfaces with existing buildings. Maintain areas free of accumulations of combustible materials. Provide good housekeeping and regular cleaning to maintain areas clean and free of debris. Provide proper closures between areas under construction including closures and measures to prevent spread of dust or other contamination.

#### **1.13 GENERAL PROTECTION AND SAFETY**

- A. References: Refer to General Conditions of the Contract for general requirements.
- B. General: In accordance with best construction practices, Contractor is solely and completely responsible for conditions of job site, including safety of persons and property affected directly or indirectly by contractor's operations during performance of Work. This requirement shall apply continuously 24 hours per day until acceptance of Work by Owner and shall not be limited to normal working hours.

#### **1.14 SAFETY DIRECTOR - FIRE AND ACCIDENT**

- A. Safety Director: Appoint a responsible employee to act as Safety Director (fire and accident or separate individuals for each) whose duty it shall be to prevent accidents and minimize fire hazards and to enforce safety precautions. Safety Director shall develop procedures and regulations to guide Contractor, subcontractors and workers. With particular respect to existing buildings, facilities, and Owner's staff, Safety Director shall consult with and be guided by directions of Owner.
- B. Compliance: Contractor and Subcontractors shall conform to and abide by requirements of Safety Director.

- C. Inspection: Safety Director shall periodically inspect spaces of work under this Contract and operations of Contractor and list hazards to be removed or corrected. These shall be reported to Owner, Contractor and responsible subcontractors, who shall promptly remove or correct hazards.
- D. Site Meetings: Safety Director shall hold accident and fire prevention meetings at least once a month with representatives of various trades employed to insure employees understand and comply with programs.

#### **1.15 FIRE SAFETY PRECAUTIONS**

- A. Reference: Refer to General Conditions for general requirements.
- B. General: Contractor and Safety Director shall recognize the utmost importance of extraordinary precautions to prevent a fire in or adjacent to functioning and occupied building. Contractor, subcontractors and workers shall exercise extreme care to maintain and exercise fire safety precautions through work. This shall include providing sufficient fire fighting devices, watchmen, standby helpers or other precautions during construction, in use of temporary heat, welding, bracing, sweating, testing or other phases of work. Refer to Section 015200 for temporary fire fighting devices to be provided under Contract.

### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

Not Used.

**END OF SECTION**



## **SECTION 011419 USE OF SITE**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Use of site
  - 2. Site management and requirements.
  - 3. Work hours.
- B. Related Sections:
  - 1. Refer to Sections 011100, 013100, 013216, and 015200 for special requirements, constraints, timing of work, scheduling of work, hazardous material protection, enclosures and similar requirements relating to this Section.

### **PART 2 PRODUCTS**

Not Used.

### **PART 3 EXECUTION**

#### **3.1 SITE MANAGEMENT AND REQUIREMENTS**

- A. General: Upon commencement of Work at site, Contractor assumes site management at areas within construction limits, other areas where work is to be performed and adjacent storage areas, to provide proper direction to subcontractors and workers.
  - 1. Coordinate site management with Owner and include maintaining areas as specified and required to be free of construction activity, parking and storage where it is necessary to provide clear access and areas for Owner's functions.
- B. Responsibilities:
  - 1. Site management and maintenance shall include, but not be limited to:
    - a. Enforcement of access, parking, delivery, storage, noise and other restrictions;
    - b. Maintenance of fences in good condition; providing and maintaining site and safety lighting;
    - c. Providing and maintaining temporary facilities as specified;
    - d. Dewatering excavations, except water in trenches and excavations made by subcontractors solely for their own work;
    - e. Protection of adjacent structures which could be damaged by water; overall fire and safety management; protection for site features to remain;
    - f. Temporary partitions, closures, dust barriers and similar to separate work areas in existing building from other occupied areas, as well as between new additions and existing building spaces;
    - g. Similar overall or general management of the site and adjacent public and other property to fulfill the obligations of this Contract.
- C. Fencing: Refer to Section 015200 for fencing to be provided at areas of construction and storage.
- D. Use of Streets: Where conduct of work requires obstruction or use of public street, it shall be responsibility of Contractor to secure necessary permits from Department of Public Works.
- E. Be responsible for protection of public in vicinity of work; nothing in these specifications shall be construed to relieve that responsibility.
  - 1. Protective devices shall conform to requirements of State Highway Department and proper public authorities and shall be installed as required by Department of Public Works.

- F. Coordinate use of premises under direction of Owner.
- G. Limits of Work: Confine operations to general areas for work as shown on Drawings. Work within limits approved in writing by Owner's Representative when necessary to work outside general areas in order to comply with Contract Documents.
- H. Noise: Keep noise to minimum by use of adequate mufflers and other appropriate means. Limit A-weighted noise levels to 80 dBA when measured at a distance of 100 feet. Noise in excess of these limits shall be approved by Owner's Representative.

### **3.2 WORK HOURS**

- A. Working Hours: Work done outside of normal work hours, 7:00 am to 7:00pm on holidays or weekends shall be authorized in writing by Owner's Representative. Refer to Shutdown Procedures in Section 013100 – Project Management and Coordination, and as stated below:
  - 1. Interruption of the use of (Darkroom) area due to remodeling construction required shall be accomplished during overtime hours and on weekends. (Darkroom) area shall be in use at normal working hours.
- B. Contract Work: Perform work outside of normal hours as a planned single unit of work, during staged shifts of work or during split shifts of work. This work shall be a basic part of construction contract. Contract cost shall not be increased because of work outside normal work hours.

### **3.3 SITE STORAGE**

- A. General: Restricted site provides very limited area for storage, offices, sheds and operations, and shall be taken into consideration by Contractor and subcontractors in scheduling their work and their deliveries.
- B. Obtain and pay for use of additional storage or work areas needed for operations under this Contract, if required.
- C. All parties shall cooperate and coordinate to use available areas most effectively and be concerned with sequences of work of Contract, which will best benefit overall job progress.
  - 1. Establish and govern use of available space, with consideration to needs of subcontractors to work effectively on site.
- D. Storage Areas: As determined by Contractor and Owner.

### **3.4 CONDITION AND CARE OF SITE**

- A. General: Confine apparatus, materials, equipment, sheds and operations of workers at site to construction limits indicated on Drawings, or otherwise imposed by law or ordinance, and other adjacent areas permitted for storage.
- B. Site and Project shall not be unreasonably encumbered with materials and equipment. Stockpile neatly and orderly and maintain other operations; regularly remove debris from the site.
  - 1. Protect and restore features on or about site.
  - 2. Owner and Architect may caution Contractor about conditions which they observe, but shall not be held responsible to provide such advice or for enforcing protection.
- C. Site Protection: Protect existing trees and other plantings not to be removed and features of adjacent buildings, paved surfaces which are to remain and are susceptible to damage from ordinary operations of Contractor, trucking, or other activity.
- D. Access: Maintain fire protection and access. Permit immediate access by fire fighting equipment.
- E. Hazardous Protection: Warning signals, barricades and other protective measures for hazard shall be in place and operate 24 hours per day.

### **3.5 EXISTING UTILITIES AND SERVICES**

- A. General: Exercise care to prevent interruption of existing services. Protect from damage utilities or other services which are shown, or not shown but encountered or otherwise found, from excavation or other work and operations of this Contract, unless or until they are abandoned. Refer to Section 013100 – Project Management and Coordination for shutdown procedures.
  - 1. If the utilities or services are not abandoned, or to be abandoned, immediately restore damage from work or operations to place utilities and service in an equal or better condition than that which existed.
  - 2. Where utilities or services are shown to be abandoned or moved, they shall remain in service, and be protected by Contractor, until new utilities and services have been provided, tested and are ready for use. Lines or mains of utility companies or Municipality shall be replaced or repaired as directed by them.
- B. Unknown Utilities: In the event unknown mains or lines are uncovered, stop work in that area and notify the utility company, Architect and Owner to obtain information on how to proceed.

### **3.6 EROSION CONTROL**

- A. Refer to Division 31 - Earthwork for additional requirements.

**END OF SECTION**



## **SECTION 012900 PAYMENT PROCEDURES**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Procedures for submitting schedules of values and applications for payment.
- B. Related Sections:
  - 1. General Conditions.

#### **1.2 SUBMITTALS**

- A. Periodic Application/Request for Payment: Submit 3 copies to Architect. Submit 2 copies of the Periodic Payment Estimate.
  - 1. Submit revised Progress Schedule, Reports, Payments, with each Application for Payment as specified in Section 013300 - Submittals.
- B. Schedule of Values:
  - 1. Submit Schedule of Values to Architect at earliest possible date but no later than 7 days before date scheduled for submittal of initial Applications for Payment.
  - 2. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

### **PART 2 PRODUCTS**

Not Used.

### **PART 3 EXECUTION**

#### **3.1 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in Schedule of Values with other required administrative forms and schedules, including:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
- B. Format and Content: Use Project Manual Table of Contents as a guide to establish line items for Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's Commission Number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Submit draft of AIA Document G703 Continuation Sheets.
  - 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.



- e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value.
    - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. (Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.)
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
  7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
  9. Schedule Updating: Update and resubmit Schedule of Values before next Application for Payment when Change Orders or Construction Change Directives result in change in Contract Sum.

### **3.2 PROGRESS PAYMENTS**

- A. Refer to Article 9 of General Conditions and Supplementary Conditions.
- B. Architect will provide forms for Periodic Application/Request for Payment. Submit 3 copies to Architect in time to be reviewed a minimum of 10 days prior to last day of the month. A schedule will be developed with the Contractor as job commences to minimize delays in payment.
- C. The amount that will be retained will be as follows:
  1. 5 percent (10 percent) of the value of satisfactorily complete work and site stored materials until the Work of the Contract is fully complete.

### **3.3 PERIODIC PAYMENT ESTIMATE**

- A. Refer to General Conditions. Estimates will be required. Provide prior to first Request for Payment.

### **3.4 COMPLETION OF WORK**

- A. Remaining retained percentage may be requested after Final Completion of the Work of the Contract when the Work is fully complete and acceptable to Architect and Owner. Final payment will be made within 30 days thereafter.
- B. In event of a very minor amount of work incomplete or not corrected due to weather, unsuitable conditions for testing or similar conditions preventing Contractor from proceeding, retained amount may be reduced to three times the value of incomplete work upon recommendation of Architect and approval of Owner.

**END OF SECTION**

**SECTION 013100  
PROJECT MANAGEMENT AND COORDINATION**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Coordination of Work of Contract from beginning of construction activity through Project close-out and warranty periods.
- B. Related Sections:
  - 1. General Conditions.
  - 2. Section 011100 - Summary of Work.
  - 3. Section 013216 – Construction Progress Schedules.
  - 4. Section 013300 - Submittal Procedures.
  - 5. Section 015200 - Construction Facilities.
  - 6. Section 015100 - Temporary Utilities.
  - 7. Section 017329 – Cutting and Patching.
  - 8. Section 017800 - Closeout Submittals.
  - 9. Section 024113 – Selective Site Demolition.

**1.2 SUBMITTALS**

- A. Coordination Drawings: Submit in accordance with Section 013300, and as specified herein.

**1.3 COORDINATION SCHEDULING**

- A. Schedule Coordination: Special coordination and cooperation efforts are required for certain interrelated phases of the work, such as:
  - 1. Sequencing of remodeling work, where applicable.
  - 2. Construction of temporary spaces and facilities;
  - 3. Removals and relocations of existing services and facilities;
  - 4. Installation of and connections to new utilities;
  - 5. Connections to existing buildings;
  - 6. Demolition work;
  - 7. Providing and maintaining temporary heat and other temporary facilities; and similar work, where applicable.
- B. Coordinate scheduling, work activities, submittals, including deferred approvals (if any), Owner's separate contracts (if any), Owner's material/product direct purchase (if any), and work of the various sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.
- C. Coordinate sequence of Work to accommodate any Owner's separate contracts and Owner Occupancy as specified in Section 011100.
- D. General: The nature of the Project makes it imperative that the Contractor and all subcontractors coordinate their work and cooperate with each other and the Owner from the start of the Project to completion.
  - 1. The Contractor is the Prime Coordinator for the Project and shall establish the overall schedule for the progress of the Project, the sequence of completion and general use of the site.
- E. Notice: Give adequate and timely notice of various work phases and operations which will affect the work of, or will require installations or other action by others.
  - 1. After timely notification by the Contractor of the need to accomplish a particular phase or element of the Work, the Subcontractors shall, within a reasonable time, perform their work as not to delay or impede others or the progress of the Project.

- F. Set up control procedures so that approved schedules are adhered to. Contractor's responsibility is to properly notify Owner's Representative of anticipated and actual time delays.
  - 1. Refer to General Conditions.
- G. Contractor's job superintendent shall be on the job continuously.
  - 1. Refer to General Conditions.
- H. Coordinate the Work and do not delegate responsibility for coordination to any Subcontractor.
- I. Anticipate the interrelationship of all Subcontractors, Owner's separate contracts, and their relationship with the Work.
- J. Resolve differences or disputes between Subcontractors concerning coordination, interference, or extent of Work between Sections.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS AND EQUIPMENT**

Not used.

## **PART 3 EXECUTION**

### **3.1 SHUT DOWN PROCEDURES**

- A. A shutdown is any interruption of services provided by the Owner to its clients and staff. Ensure that an inspector has been assigned to coordinate shutdown in the field. Assist the inspector in preparing a shutdown script.
- B. Determine if all proper and appropriate coordination and notification has been completed, before the shutdown.
- C. Shutdown Request: Attached to the end of this section is a copy of the shutdown request form.
- D. Write a final report to the Contractor and Architect, in event of an unexpected incident that occurs during the course of a planned shutdown, resulting in a significant disruption or discontinuance of operations.
- E. Interruption of Services: Adequate advance written notice (a minimum of fourteen (14) calendar days) shall be given to the Contractor and Owner's Construction Administrator when interruptions of services, or interferences with the use of existing buildings and roads are anticipated. Contractor's assigned subcontractor must not interrupt any service without written notice.
- F. Planned service shutdowns shall be accomplished during periods of minimum usage. In some cases, this may require work outside of that noted within the General Conditions, at no additional cost to the Owner.
  - 1. The Contractor or assigned subcontractor must program the work so that service will be restored in the minimum possible time, and shall cooperate with the Owner in reducing shutdowns of system.
  - 2. At least fourteen (14) calendar days advance written notice shall be given to the Owner's Representative before interruptions to service and other interferences to the use of, or access to existing buildings and facilities.
  - 3. Required access ways shall be kept open at all times; the use of one way traffic and detours shall be held to a minimum.

### **3.2 COORDINATION**

- A. Refer to Document 007200, General Conditions of the Contract for general requirements. Refer to other sections of Division 1 for requirements and timing relating to coordination, as well as other articles of this section.

1. Submittals: Refer to Section 013300.
  2. Quality Control: Refer to Section 014500.
  3. Closeout Procedures: Refer to section 017700.
  4. Payments: Refer to General Conditions and Supplementary Conditions and Section 012900 - Price and Payment Procedures for progress payments and for final payment, as well as requirements of this Section.
- B. The Prime Contractor shall be Project Coordinator and shall coordinate and schedule all work, including with the Owner where the work of the Contract may involve or disrupt the Owner's normal functions.
1. The Contractor and Subcontractors shall work closely in the coordination of the documents and in the timing of operations.
- C. Prime Contractor must provide full-time supervisor on Project at all times during work.
- D. Mechanical/Electrical Requirements of General Work: Comply with applicable requirements of Division 22 Sections for Mechanical Provisions within units of General Work, and comply with applicable requirements of Division 26 for Electrical provisions within units of General Work.
- E. Service Connections: Except as otherwise indicated, final connection of mechanical services to general work is defined as being mechanical work, and final connection of electrical services to general work is defined as electrical work.
- F. Service Shutdowns: Plan shutdowns so as to minimize shutdown time of any service. Request approval of a shutdown in writing to the Owner's Representative not less than fourteen (14) calendar days before the time that the shutdown is desired.
- G. Coordination: The Project will require close cooperation and coordination with Owner and Contractor and Subcontractors. The Contractor must:
1. Consider such coordination in the work.
  2. Schedule the Work with the subcontractors and the Owner particularly near the end of the Project.
  3. Keep the Owner, and Architect advised of the schedule to complete the Work.

### **3.3 COORDINATION/ENGINEERING DRAWINGS:**

- A. Conflicts shall be resolved by the Contractor. Contractor is the primary source responsible for conflict resolution.
1. Submit completed and fully coordinated drawings and provide three (3) copies to the Architect, together with Contractor's comments indicating possible areas of conflict for review prior to start of construction.
- B. Electronic reproduction or photo reproduction of Architectural drawings will not be acceptable.
- C. Prepare a 1/4 inch sleeving layout indicating size and location of sleeves. Trades shall indicate their requirements and location.
1. Provide copies to applicable trades, Architect and Owner's Representative.
- D. At completion of work, all coordination drawings shall be submitted together with record drawings of general, mechanical, electrical, plumbing and fire protection trades in accordance with Section 013300 – Submittal Procedures.
- E. Review of Coordination/Engineering Drawings is for design intent only and shall not relieve the Contractor from overall responsibility for coordination of all work performed pursuant to the Contract, or from any other requirements of the Contract.
- F. Debris Removal and Material Access: An area will be designated for debris removal and material access.

### **3.4 EQUIPMENT COORDINATION**

- A. Equipment Coordination: With respect to mechanical and electrical features of Contractor and Owner supplied equipment, complete data must be exchanged directly between the Contractor and those vendors and subcontractors involved as the progress of the Project requires.
  - 1. The person requesting the information shall advise when it will be required.
  - 2. Examine Owner's existing equipment and determine the rough-in data. Owner will furnish data for equipment purchased by Owner. Owner will disconnect equipment and relocate to new space for connections by Contractor.
  - 3. Consult Owner to verify status of rough-in data.
  - 4. If rough-in details are not available at the time service systems are being installed, postpone final rough-in until data is available.
- B. In the event of incorrect, incomplete, delayed or improperly identified information, the entity causing the delay or error shall be responsible and pay for any modifications or replacements necessary to provide a correct, proper and new installation, including relocations required.
- C. Sleeves are required at core drilled holes. Where permission is obtained to omit sleeve, drill hole one inch larger than the outside diameter of the pipe or conduit, or one inch larger than outside diameter of insulation, where insulated.
  - 1. Refer to Section 017324 - Anchorage and Sleeving.

### **3.5 MEETINGS**

- A. Pre-Construction Meeting: After award of contract, at time designated by the Owner or the Architect, the Contractor and mechanical and electrical subcontractors shall attend a Pre-Construction Meeting.
  - 1. Procedures to be followed, critical work sequencing, coordination efforts and similar matters will be reviewed.
- B. Progress Meetings: During construction, periodic site meetings will be held with the Contractor, major Subcontractors, Owner, and Architect.
  - 1. These meetings will be held biweekly (unless job conditions do not warrant) and may be held more frequently if job progress and needs indicate.
  - 2. Contractor and major Subcontractors shall have one or more responsible representatives in attendance.
  - 3. Keep the "minutes" of the meeting and distribute the "minutes" to all concerned.
- C. In addition to progress meetings specified herein, hold coordination meetings and preinstallation conferences with requisite personnel to assure coordination of Work.

### **3.6 COORDINATION OF SCHEDULES, SUBMITTALS**

- A. Coordinate schedules, reports, and payments as specified in Section 013300 and as specified in Section 017800.
- B. Schedule and coordinate submittals specified in Section 013300 and as specified in Section 017700.
- C. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate requests for substitutions to assure compatibility of space, of operating elements, and effect on work of other sections.

### **3.7 COORDINATION OF SPACE**

- A. Off-Site Fabrication: Off-site fabrication is encouraged as much as possible and deliveries scheduled so materials and equipment can be installed immediately after delivery.
  - 1. Alert and advise others of the need to hold deliveries until they are notified the materials are required on the site.

- B. Notice: Give adequate and timely notice of various work phases and operations which will affect the work of, or will require installations or other action by others.
  - 1. After timely notification by the Contractor of the need to accomplish a particular phase or element of the Work, the Subcontractors shall, within a reasonable time, perform their work as not to delay or impede others or the progress of the Project.
- C. Coordination of phases of the work: Special coordination and cooperation efforts are required for certain interrelated phases of the work, such as:
  - 1. Sequencing of remodeling work; construction of temporary spaces and facilities; removals and relocations of existing services and facilities; connecting the Owner's equipment; installation of and connections to new utilities; connections to existing buildings; demolition work; providing and maintaining temporary facilities; and similar work.

### **3.8 LABELS, NAMEPLATES AND TRADEMARKS**

- A. Provide permanent nameplate on each item of service-connected or power-operated equipment. Locate nameplate on easily accessible surface, where applicable.
  - 1. Nameplate shall indicate manufacturer, model number, serial number, capacity, speed, electrical characteristics and similar essential operating data.
- B. UL fire rating labels and other labels which must be visible after installation shall be located on inconspicuous surfaces.
  - 1. Other labels and trademarks shall be located on concealed surfaces or shall be removable without damaging surfaces.
- C. Do not paint, deface or conceal required nameplates or labels.

### **3.9 COORDINATION OF CLOSEOUT PROCEDURES**

- A. Coordinate completion and cleanup of work of separate trades in preparation for Owner occupancy.
- B. After Owner occupancy of premises, coordinate access to site by various trades for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- C. Assemble and coordinate closeout submittals specified in Section 017800

**END OF SECTION**

## REQUEST FOR FACILITIES SHUTDOWN

To: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_ Project Superintendent: \_\_\_\_\_

Contractor Requiring Shutdown: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

### **Type Of Utility Service:**

- Electrical
- Fire Alarm
- HVAC
- Hot Water Heating
- Steam
- Condensate
- Medical Gas

- Deionized Water
- Domestic Hot Water
- Domestic Cold Water
- Sanitary Sewer
- Natural Gas
- Fire Protection
- Other \_\_\_\_\_

Work Area Location: \_\_\_\_\_

Tentative Shutdown Time: \_\_\_\_\_ Month, Day, Year: \_\_\_\_\_

Approximate Length of Downtime: \_\_\_\_\_

Reason for Shutdown: \_\_\_\_\_

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## **SECTION 013216 CONSTRUCTION PROGRESS SCHEDULES**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Scheduling, recording and reporting progress.
  - 2. Commencement, completion and timing of work.
- B. Related Sections:
  - 1. Refer to General Conditions of the Contract for requirements for commencement of work.

### **PART 2 PRODUCTS**

Not Used.

### **PART 3 EXECUTION**

#### **3.1 COMMENCEMENT OF WORK**

- A. No work shall commence at the site until proper bond and insurance evidence has been submitted.
- B. Work at Site: Commence work within 14 days of Notice to Proceed as specified.

#### **3.2 PROGRESS**

- A. Prosecute Work regularly, diligently, without interruption or shutdown (except for temporary suspension while waiting for Owner to relocate departments or facilities, prior to proceeding) and at such rate of progress as will provide Substantial and Final Completion within Contract Time.
- B. Contractor and Subcontractors shall analyze Project, materials and methods involved, systems of the building, availability of qualified mechanics and unskilled labor, restrictions of site, constraints imposed, contractor's work load and capacity to perform Work and indicate agreement that specified completion, and proposed Project completion times are reasonable considering Project conditions, usual industrial conditions, climatic conditions prevailing in locality of Project, and other factors, with reasonable allowance for variations from average, typical or ideal conditions.

#### **3.3 COMPLETION OF THE WORK**

- A. Individual Areas: Certain areas and phases of Project are required by Owner to be substantially completed before entire Project is complete, and have more critical requirements for use or occupancy by Owner, to accommodate other phases of Work, to accommodate Owner's services and functions, to provide passages to various adjacent buildings, to maintain services and functions of various departments and to coordinate with other construction.
  - 1. The sub-completion times for various areas or phases, as specified or as later developed in Contractor's Construction Schedule, shall be essential conditions of Contract, as well as completion of entire Project.
- B. Completion of Areas: At space or area specified, or later scheduled, to be occupied or used by Owner before entire Project is complete, elements and systems of Work shall be substantially complete by scheduled time.
  - 1. Systems shall be tested, balanced or otherwise placed in full and proper operating condition.
- C. Substantial Completion Date: As agreed upon between Owner and Contractor and entered into Agreement.

- D. Time Set by Schedule: Where constraints, completion and timing of Work specified in this or other Sections do not have specific dates or time imposed by Contract Documents, they shall be considered and incorporated as established dates in final Construction Schedule of Contractor.
  - 1. Where the activity affects Owner, time or dates established in Construction Schedule shall be maintained, as Owner will plan activities accordingly.
- E. Other Considerations: In addition to time of commencement, substantial completion and final completion dates, other events, factors, and constrains shall be carefully considered in establishing work progress and schedule for Project.
  - 1. Contractor and subcontractors shall work closely in timing of operations and shall have materials, equipment and other elements ready to be able to immediately fulfill their obligations in the overall schedule.
- F. Final Completion: Within 30 days after Substantial Completion date.
- G. Contract Conditions: Commencement of work and the time of completion shall be essential conditions of the Contract.

### **3.4 TIMING OF WORK**

- A. It is essential that full Owner's services and functions are maintained throughout construction period, with minimum disturbance and disruption to operations, departments and staff.
  - 1. Contractor, subcontractors and workers shall be aware of these requirements and objectives.
  - 2. Conduct work and develop detailed schedule to meet these requirements and objectives.
- B. Owner's Relocations: Owner will temporarily or permanently relocate departments, parts of departments, functions and staff as may be necessary to accomplish new work and remodeling.
  - 1. However, space is at a premium and Owner's functions will impose constraints and limitations on extent and manner in which relocations can be accomplished.
- C. Sequencing: Work sequences by various phases or areas form the basis for the logic of Contractor's construction schedule. Sequencing has been developed with Owner to permit new construction and remodeling to be accomplished while maintaining services and functions with a minimum of disturbance.
  - 1. It shall be recognized that unanticipated difficulties may arise, unanticipated conflicts in timing may occur or that Contractor will be able to develop alternatives which will benefit Project, timing of Work or Owner.
  - 2. In such event, propose or develop with Owner, alternatives for acceptance by Owner in advance, which will improve Project and its progress.

### **3.5 CONSTRUCTION PROGRESS SCHEDULE AND CONSTRAINTS**

- A. General: Refer to Article 3.10 of the General Conditions of the Contract. Location and nature of Project, requirement to maintain operation, functions and services of Owner dictate careful planning, scheduling and close cooperation with Owner, with close coordination by Contractor, subcontractors and Owner.
  - 1. Keep Owner advised of intended operations and schedule and be guided by other constraints or timing of work that may develop during construction, as instructed by Owner.
  - 2. It is intent of Owner to cooperate as far as possible to minimize hampering of operations and Contractor may suggest schedules and timing which will facilitate progress.
- B. Construction Schedule: Within 21 days after award of Contract, prepare proposed initial detailed Construction Progress Schedule for review with Owner and Architect.
  - 1. In general, schedule shall indicate various phases of work but coordinated and integrated time-wise with other work.
  - 2. The schedule shall also indicate various activities of each area, stage and phase of work, with integrated and coordinated commencement and completion times.
  - 3. After review by Owner, including revised sequencing proposed by Contractor or Owner to improve progress or minimize disruption of Owner's functions, revise schedule as "final" schedule, which will provide planning information for Owner's relocations and other operations.

- C. Schedule Revisions: If necessary during construction due to additional proposed improvements, unanticipated conflicts or other conditions, revise schedule as often as may be required in a manner approved by Owner, to keep Owner constantly advised as to dates of various activities.
  - 1. Copies of revised schedules shall be provided Owner and Architect.
- D. Services: At no time shall existing services, utilities and systems be shut down or interrupted without advance notice to, and approval of, the Owner. Required interruptions or change-overs shall be scheduled and performed at times when interruption will not interfere with Owner's operations, as determined by Owner; anticipate such interruptions and change-overs will be accomplished after normal working hours and/or weekends.
- E. Noisy Operation: No jack hammering or other loud operations will be permitted between 8:00 P.M. and 7:00 A.M. Additionally, operations such as cutting, chipping, shot anchors, drilling and similar work to existing structure shall be reviewed with and scheduled with Owner in advance, particularly at areas and walls of adjacent occupied spaces.
- F. Construction Access: Except as approved by Owner, access to the additions and remodeled areas shall be directly from outside, rather than through existing building.
- G. Temporary Closures: Refer to Section 015200. Provide temporary dustproof enclosures, separating areas under remodeling from different phases of remodeling and from remainder of existing building, as well as between existing buildings and new additions under construction.
- H. Preparation for Work in Existing Spaces: Assemble materials and equipment, including that of subcontracts, and subcontractors committed to a firm schedule, prior to commencing work to accomplish work as expeditiously as possible.
  - 1. Each Subcontractor must obtain approval of Contractor before starting work within existing building.
  - 2. After work commences in existing space, continue without interruption to completion, except where work phases require otherwise or Owner's relocations temporarily suspend the work.

**END OF SECTION**



## **SECTION 013223 SURVEY AND LAYOUT DATA**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Survey and sub-surface investigation requirements.
- B. Related Sections:
  - 1. Section 312000 – Earth Moving.

#### **1.2 SUBMITTALS**

- A. Survey: Submit certified survey as part of record documents under Section 017800 - Closeout Submittals.

#### **1.3 QUALITY ASSURANCE**

- A. Land Surveyor: Registered in State in which project is located and acceptable to Owner.

### **PART 2 PRODUCTS**

#### **2.1 SURVEY**

- A. Provide construction survey work required for accurate location of Work. Horizontal and vertical control for work shall be from project reference marks as shown on Drawings. Verify final configurations of project.
- B. A copy of Owner's site survey is available for examination by Contractor.

### **PART 3 EXECUTION**

#### **3.1 INSPECTION**

- A. Verify locations of survey control points prior to starting work. Promptly notify Owner of discrepancies discovered.

#### **3.2 PROJECT SURVEY REQUIREMENTS**

- A. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:
  - 1. Site improvements.
    - a. Stakes for grading, fill and topsoil placement.
    - b. Utility slopes and invert elevations.
  - 2. Batter boards for structures.
  - 3. Building foundation column locations and floor levels.
  - 4. Controlling lines and levels required for mechanical and electrical trades.
- B. From time to time, verify layouts by same methods.

#### **3.3 SOIL BORING INVESTIGATION**

- A. Site plan indicates approximate location of test borings put down only for Architect's design purposes by the testing laboratory.

1. Copy of boring logs of report may be examined during normal business hours at Architect's office. Upon request, a copy may be obtained from Architect.
  2. Reports or information contained therein is not part of Contract Documents. Information obtained, or conclusions reached, from reports including boring logs is at examiner's own risk.
- B. Information therein is not guaranteed by Owner, Architect, or Laboratory, nor shall it be construed as representing typical or actual conditions of site nor being indicative of site conditions, other than at boring locations.

**END OF SECTION**

## **SECTION 013300 SUBMITTAL PROCEDURES**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Procedures for submittals.
- B. Related Sections:
  - 1. General Conditions: General Requirements.
  - 2. Section 011100 - Summary of Work.
  - 3. Section 013100 - Project Management and Coordination.
  - 4. Section 013310 - Submittal Transmittal.
  - 5. Section 017700 - Closeout Procedures.
  - 6. Section 017800 - Closeout Submittals.

#### **1.2 SUBMITTAL SCHEDULE**

- A. Prepare and submit "Submittal Schedule" within 10 days after award of Contract, and prior to execution of Contract. Include following information.
  - 1. Specification Section Number.
  - 2. Type of submittal required.
  - 3. Estimated time for submittal.
- B. Coordinate, organize and plan submittal schedule so submittals are sent with appropriate time allowed for review and so submittals do not accumulate into unreasonably large groups.
- C. Some submittals may require additional time for routing and review including, but not limited to, following:
  - 1. Unreasonably large groups of submittals.
  - 2. Submittals that need to be routed to multiple disciplines and consultants.

#### **1.3 TRANSMITTAL FORM**

- A. Send submittals with "Submittal Transmittal Form" Section 013310 completely filled out with appropriate information.
- B. Submittals sent without properly completed "Submittal Transmittal Form" will be considered incomplete and marked "Not Accepted" and returned without review.
- C. Send separate transmittal forms for each Section and separate transmittals for each type listed:
  - 1. Shop Drawings.
  - 2. Product Data.
  - 3. Samples.
- D. If shop drawings, samples or product data describe the same product or item, send submittals together under same transmittal otherwise send each type submittal under separate transmittals.

#### **1.4 SUBMITTAL ACCEPTANCE**

- A. Refer to General Conditions for scope of submittal review and acceptance.
- B. Substitutions or Contract modifications shall not be made in submittals. Exceptions and variations must be clearly noted on submittal and accompanied by the appropriate supporting forms. Follow documented procedures for substitutions or Contract modifications and send with submittal if a change is being proposed. Approval of a submittal with substitutions or modifications included but

that have not been specifically and individually approved does not constitute acceptance of the substitution and Contractor will be responsible for exception or variations not in compliance with Contract Documents.

- C. For submittals need to be resubmitted after the first review, Contractor will be responsible for Architects fees for more than the second review unless otherwise agreed.
- D. Maintain copies of "Approved" and "Conditionally Approved" submittals with record set per 017800.
- E. "Approved" submittals have no exceptions noted. One set of accepted submittals will be returned to Contractor. Make appropriate copies for use and distribution.
- F. "Conditionally Approved" submittals have exceptions noted but resubmission is not required. Make appropriate copies for use and distribution.
- G. "Not Approved" submittals are incomplete and/or need corrections. Complete and/or correct and resubmit until final acceptance is obtained.
- H. "Received" means submittals are for information only and have not been reviewed.
- I. "Not Reviewed" means submittals were not required and have not been reviewed or were provided for information only.

### **1.5 CONTRACTOR'S PLAN OF OPERATION**

- A. Submit at Pre-Construction Conference. Refer to Section 013100.
- B. Outline in writing approach to meeting schedule for completing Work.
- C. Plan to include, but not limited to, following:
  - 1. Sequence of Work.
  - 2. Construction Schedule.
  - 3. Schedule of Submittals.
  - 4. Schedule of Temporary Utilities.
  - 5. Staging requirements/street permits.
  - 6. Normal work hours.
  - 7. Parking exceptions
  - 8. Material delivery coordination.
  - 9. Name of person to be liaison to adjacent property Owners.
  - 10. Name of duly authorized representative with whom business may be conducted in connection with administration of Contract.
  - 11. Name of duly authorized superintendent written notices may be given in accordance with Conditions of the Contract.
  - 12. Labor and equipment availability
  - 13. List of Subcontractors
  - 14. Names of contact persons with Owner, Architect and Contractor
  - 15. Proposed schedule of Progress Meetings in accordance with Section 013100 and schedule of submittals per Section 013310 and payment requests per Section 012900, and other reports required by Contract Documents.

### **1.6 COORDINATION**

- A. Send submittals in logical groups of related items including but not limited to the following groups:
  - 1. Submittal schedule, list of materials, list of subcontractors, schedule of values
  - 2. Closeout submittals: Refer to Section 017800.

### **1.7 DISTRIBUTION**

- A. Contractor is responsible for duplication and distribution of accepted submittals including shop drawings. Exchange directly with subcontractors and others involved, not through Owner or Architect.



- B. Provide and exchange submittals as needed to coordinate Work.
- C. Provide copies to Owner if Owner requests copies during construction. Otherwise Owner will receive accepted submittals as part of Record Set submitted during project closeout.

## **1.8 ELECTRONIC SUBMITTALS**

- A. Electronic submittals will be the preferred method of review. Follow these procedures:
  - 1. Provide one PDF file for each submittal to Submittals Coordinator. PDF file must be unlocked, editable and printable to accommodate electronic mark-ups or printing a hard copy from mark-up.
  - 2. Electronic submittals are to be complete and self contained with each item requiring Architect's action.
    - a. Web links or other electronic submittals requiring Architect to surf websites or navigate to find documents on websites or posting services are not acceptable.
    - b. Construction phase file hosting service by Newforma Info Exchange will be the preferred method directed by the Architect.
    - c. Such procedures should not require Architect to search for submittals but should follow procedures that are the electronic equivalent of hard copy submittals sent by Contractor to Architect in a manner acceptable to Architect.
  - 3. Where project data is intended to show colors, provide original hard copy only. See Product Data herein. No electronic submittals for color submittals.
  - 4. Submit samples according to Samples article herein. No electronic submittals for samples will be permitted.
  - 5. Architect will return one marked up electronic submittal for Contractor to process and distribute to subcontractors and for Owner according to Distribution article requirements herein. No hard copy will be returned, unless the above method is not specifically possible.
  - 6. On each electronic submittal, provide Contractor review and approval stamp on each submittals.

## **1.9 PROJECT SUBSHOP DRAWINGS**

- A. Use of Architect's Drawings: Do not reproduce Architect's drawings (whether CADD files, electronic files, hard copy drawings or other publication method) to serve as shop drawings until Architect's written permission is received and then only under the following conditions.
  - 1. Use is subject to terms and conditions included in written permission.
  - 2. Use only where necessary to indicate general location of a specific fabricated item.
  - 3. Remove extraneous notes and information from Drawing before inclusion in submittal. Only show information related to fabrication, erection, installation, application of components, products or systems being produced. Do not include Architect's title block or other information identifying Architect.
  - 4. Submitted drawing should only include information intended to be reviewed and accepted.
  - 5. Refer to Summary of Work for additional information on Electronic files.
- B. Drawings that include unnecessary information will be marked "Not Reviewed" or "Not Approved" and returned.
- C. Shop drawings submitted without requested information and without Contractor's approval will not be reviewed and will be returned to Contractor marked "Not Approved."
- D. Drawings Submittal Requirements:
  - 1. Submit 1 PDF of each drawing.
  - 2. Provide additional copies for other contractors for purposes of information and coordination.
  - 3. Number in submittal sequence.
  - 4. Include contractor's stamp of approval, as evidence that drawings are approved in accordance with General Conditions except that field dimensions must be verified prior to approval and submittal.
  - 5. Show field verified dimensions on final shop drawings and identify verified dimensions.
  - 6. Show actual adjacent construction and how each item coordinates with other subcontractors, trades and suppliers.

7. Drawings must be clear, sharp and readable quality acceptable to Architect/Engineer.
  8. Provide clear space on each drawing of not less than 40 square inches for Architect's stamp.
  9. Transmit in mailing tubes.
- E. Maintain accepted shop drawings as part of "Record Set." See 017800.

#### **1.10 PRODUCT DATA AND EQUIPMENT BROCHURES**

- A. Provide multiple originals of brochures, cuts, etc., if they are multi-page bound catalogs which would be difficult to photocopy or if they are intended to illustrate color or other appearance characteristics which cannot be adequately represented by photocopies.
- B. Photocopies of original brochures are acceptable except as specified above. Photo copies must be clear and readable. Unreadable or unclear photocopies will be returned "Not Accepted."
- C. Provide layout drawings where necessary for field use or as required by Architect.
- D. Number of Copies of Product Data:
  1. Submit three (3) minimum unless otherwise specified. Submit multiple copies of color brochures and catalogs intended to illustrate color or other design qualities.
    - a. Architect will retain 1 copy.
  2. Submit additional copies required for two (2) Owner's manuals per 017800.
  3. Additional copies for other contractors for purposes of information and coordination.
  4. Number in submittal sequence.
  5. Include contractor's stamp of approval, as evidence that drawings are approved in accordance with General Conditions (including field dimensions).
  6. Indicate field verified information as applicable.
  7. Provide clear space of not less than 16 square inches for Architect's stamp.
- E. Provide an index of each page in submittal with space for notes and acceptance stamps.
- F. Warranties:
  1. Where warranty is indicated, submit manufacturers' sample warranty with shop drawings.
  2. Submit actual executed warranties or guarantees per Section 017700 and 017800.

#### **1.11 SAMPLES**

- A. Deliver samples of materials, equipment, assemblies and components as required by specifications to Architect/Engineer with delivery costs prepaid. At Architect's/Engineer's direction, remove samples after approval.
  1. Provide samples representative of actual product including finishes and other specified characteristics.
  2. Indicate type of construction and quality proposed for installation in Project.
- B. Number Samples:
  1. Submit three (3) samples unless otherwise specified.
    - a. One set of samples to be retained by Architect.
  2. Provide additional samples for other contractors for purposes of information and coordination.
- C. Maintain record samples of accepted samples with other record documents at project site.

#### **1.12 LIST OF MATERIALS**

- A. Submit within ten (10) days after award of Contract and prior to purchase.
- B. Submit one (1) copy of complete list of materials, products, and equipment proposed to be used to Architect/Engineer for acceptance.
- C. Do not order materials or equipment until proposed list of materials is accepted.
- D. Materials and equipment are subject to Architect's and Owner's acceptance.

- E. Arrange list in order of specification sections and in form indicated by Architect/Engineer.
  1. Items listed shall fully conform to project requirements and specifications.
  2. Specifically identify each material, product or equipment item by manufacturer, brand and model and other identifying designations including those where only 1 material or product is specified.
  3. Name products specified by reference standards, described by performance requirements and descriptive language.
  4. Do not list "as specified."
- F. Where 2 or more makes or kinds of items are named in specifications (or additional names are listed in an addendum), state which particular make or kind of each item is to be provided.
- G. If list is not received within 10 days, mechanical and electrical equipment under Divisions 22 and 26 will be as scheduled.

### **1.13 LIST OF SUBCONTRACTORS**

- A. Submit within ten (10) days after award of Contract, and prior to execution of Contract.
- B. Submit with List of Materials.
- C. Submit one (1) copy of a complete list.
- D. Do not execute subcontracts until proposed list of subcontractors is accepted by Owner, Architect and Engineers.
- E. List to include the following information and be in form indicated by Architect.
  1. Description of work proposed to be done by subcontract.
  2. Names of subcontractors and major material suppliers proposed to perform portions of Work.
  3. Names of sub-subcontractors of mechanical and electrical subcontractors.
  4. Include proposed sub-subcontractors for other trades as requested by Architect and Engineers.
- F. Proposed subcontractors or sub-subcontractors (and material supplier installers) shall be established, reputable firms of recognized standing with a record of successful and satisfactory past performance with type work and/or items proposed to be provided or installed by them.
  1. Only those subcontractors (and sub-subcontractor when appropriate) who Architect and Owner have no reasonable objection to shall be used on Work.
- G. Reasonable objection may arise when, in opinion of Architect or Owner, there exists a rational belief that proposed subcontractor, sub-subcontractor or material supplier:
  1. Cannot provide materials, equipment, facilities or other products as specified or required by Contract Documents;
  2. Cannot provide labor and skill necessary to accomplish part of Work for which they are proposed, including but not limited to quality of work;
  3. Lacks adequate and appropriate experience for that part of Work proposed, including materials or methods required;
  4. Has previously failed to perform in timely or satisfactory manner, including in cooperation and in necessary services after project completion;
  5. Proposes deviations in materials or methods that are unacceptable to Architect or Owner, such as proposing materials or products that were not specified or not listed in addenda;
  6. Cannot satisfactorily perform part of Work for which contractor is proposed, within time schedule, due to size of organization or existing work load.
  7. Cannot demonstrate ability through quality of representative work to perform part of Work for which contractor is being considered;
  8. Of questionable integrity;
  9. Shows evidence of similar considerations bearing on possibility of unsatisfactory performance.
- H. If Owner or Architect has a reasonable objection to person or entity proposed by Contractor to do portion of Work, Contractor must submit substitute to whom neither Owner nor Architect has reasonable objection; no increase in Contract Sum shall be allowed as a result of such substitution.

- I. After acceptance of proposed list, no change of subcontractor, sub-subcontractor or supplier not objected to by Architect or Owner, shall be made, except for cause acceptable to Architect and Owner.
  1. In event of a proposed change, submit reasons for change, in writing, along with alternate proposed subcontractor, sub-subcontractor or material supplier.
  2. Proposed change is subject to conditions of this Article and requirements of General Conditions.

#### **1.14 CLOSE-OUT SUBMITTALS**

- A. Submit documents specified under Section 017700 and 017800.
- B. Submit two (2) copies of operating instructions and maintenance manuals to Owner at time of Owner's instructions.

#### **1.15 OTHER SUBMITTALS**

- A. Provide other required submittals as specified.

### **PART 2 PRODUCTS**

Not used.

### **PART 3 EXECUTION**

Not used.

**END OF SECTION**

**SECTION 013310  
SUBMITTAL TRANSMITTAL**

To: **Hammel, Green and Abrahamson, Inc.** From: (Contractor)  
1880 century Park East #608 (Address)  
Los Angeles, CA 90067 (Address)  
Attn: Submittals Coordinator (City, State)

Project: **RCRMC Site Development Package No. 1** Date: \_\_\_\_\_

HGA Commission No.: **2838-002-00** Previous Submittal Date: \_\_\_\_\_

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Incomplete submittals will be returned "Not Accepted." See General Conditions and 013300 for requirements.

The following submittal(s) is (are) attached for your review as required by the Contract Documents.

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**SHOP DRAWINGS**

\_\_\_ No. copies submitted. Submit minimum 1 PDF per 013300; complete the following information:

Partial  Complete  Preliminary  Final

List of Drawings: \_\_\_\_\_

Specification Section: \_\_\_\_\_ Article & Paragraph: \_\_\_\_\_

Description of Item: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Supplier's Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**PRODUCT DATA AND QUALITY CONTROL**

\_\_\_ No. copies submitted. Submit minimum 3 copies per 013300; complete the following information:

Partial  Complete  Preliminary  Final

List of Items: \_\_\_\_\_

Specification Section: \_\_\_\_\_ Article & Paragraph: \_\_\_\_\_

Description of Item: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Supplier's Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**SAMPLES**

\_\_\_ No. copies submitted. Submit minimum 3 copies per 013300; complete the following information:

Partial  Complete  Preliminary  Final

List of Items: \_\_\_\_\_

Specification Section: \_\_\_\_\_ Article & Paragraph: \_\_\_\_\_

Description of Item: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Supplier's Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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**Submitted by: Company Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



## **SECTION 013543 ENVIRONMENTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Environmental considerations.
  - 2. Waste recycling service options.
- B. Related Sections:
  - 1. Section 015719 - Temporary Environmental Controls.
  - 2. Section 016210 - Product Options and Substitution Requirements.

#### **1.2 PROJECT CONDITIONS**

- A. Take precautions to prevent and obtain approval of Architect and Owner before performing operations that generate contaminants that may be drawn into building air intakes.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. Identify materials in the Project which could have recycled content materials used as alternate materials to those indicated. Recycled content materials must meet specified requirement and performance requirements inherent in basis of design product listed. This paragraph is intended to identify potential recycled content materials that may be considered for use in the project but is not necessarily a requirement to do so and is not to be considered prior approval to substitute materials without approval of Architect and Owner.
- B. Identifying Materials for Recycling: Generally, its better to reduce, than to reuse, and better to reuse than to recycle. It is not realistic to eliminate all waste, or to salvage all materials not used on a project.
  - 1. Identify a preliminary list of materials that may be targeted for the project. Complete the "targeted materials" list based on the availability of recycling and waste reduction services and on feed back from key subcontractors who will be working on the project.
  - 2. Attention should be focused on high potential materials and practices. Choose materials that are collected in project locale, that are generated in greatest volume, that have the most market value, and that can most easily be separated. Record >targeted materials on the data submittal sheets.
  - 3. Consider VOC's when compiling this list. VOC's are chemical compounds common in and emitted by many building products over time through outgassing. Solvents in paints and other coatings, wood preservatives, strippers and household cleaners, adhesives in particleboard, fiberboard, and some plywoods and foam insulation.
- C. Recycling Waste Service Options: 4 recycling service options exist:
  - 1. Hiring a full service-recycling contractor.
  - 2. Use a waste hauler recycling service.
  - 3. Operate an in-house recycling program.
  - 4. Make a subcontractor responsible for sorting and recycling.

### **PART 3 - EXECUTION**

#### **3.1 RECYCLING**

- A. Follow CMRG and evaluate recycling economics using Section 3 worksheet.

- B. Recycle materials from Project Site by sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- C. The use of noxious or toxic materials for all applications in work in buildings occupied by Owner's personnel shall be done after proper notification to Owner's Representative, to the people in that building and applied on the weekends or other unoccupied days.
- D. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. When applicable, Contractor shall post, maintain, and remove signs stating that "Proposition 65" toxicants are in use as part of the construction work.

### **3.2 WASTE CONTROL**

- A. Construction Waste Management Plan: Outline jobsite waste reduction goals, identify targeted materials and describe specific waste reduction actions to be taken, by whom, and when.
  - 1. Contractor shall develop a Waste Management Plan for this project within ten (10) days after the Contract award or prior to any waste removal, whichever comes first.
  - 2. Provide a centralized ground-floor location for collection and storage of materials separated from each other for recycling, including:
    - a. newspapers,
    - b. glass,
    - c. metals,
    - d. plastics,
    - e. organic waste (food and soiled paper),
    - f. and dry waste.
  - 3. Transportation Method: A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste haulers and removed from the site and sorted later) and destination of materials. Waste haulers must certify their intention to sort and recycle materials.
  - 4. Meetings: A description of the regular meeting to be held to address waste management.
- B. All non-reusable waste materials resulting from the process of clearing and construction shall be disposed of as follows:
  - 1. Landfill Options: The name of landfills where trash will be disposed of, the applicable landfill tipping fees and the projected cost of disposing of non-reusable project waste in the landfill.
  - 2. Solvents: Solvents, oils and any other material which may be harmful to plant life shall be disposed of in containers and removed from the site in accordance with applicable state and federal laws pertaining to hazardous materials. At completion of work, any contaminated soil shall be removed and replaced with good soil by Contractor at no expense to the Owner. Contractor shall immediately notify Owner's Representative of any oil or other hazardous material spill.

**END OF SECTION**



## SECTION 014200 REFERENCES

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Reference to standards and codes.
- B. Related Sections:
  - 1. General Conditions.
  - 2. Section 016210 - Product Options and Substitution Requirements.

#### 1.2 DEFINITIONS

- A. "Approved": The term "approved," when used to convey Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- B. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- C. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- D. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- E. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- F. "Install": The term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- G. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- H. "Installer": An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- I. The term "experienced," when used with an entity, means having successfully completed a minimum of 5 previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- J. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- K. "Project site" is the space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

### 1.3 APPLICABLE GOVERNING STANDARDS

- A. Code Overview: Code plans identifying Occupancy Types, Occupant Loads, Construction Type and Exiting Components should be consulted for additional information.
  - 1. Applicable State Building Code: (refer to drawings)
    - a. State Building Code which adopts by reference the 2006 International Building Code.
  - 2. Fire Code:
    - a. State Fire Code with reference to U.L. Fire Resistance Index.
  - 3. Mechanical Code:
    - a. State Mechanical Code, latest edition.
  - 4. Energy Code:
    - a. State Energy Code, latest edition.
  - 5. Plumbing Code:
    - a. State Plumbing Code, latest edition.
  - 6. Electrical Code:
    - a. National Electrical Code (NEC), latest edition.
  - 7. Accessibility Code:
    - a. State Building Code. ADA guidelines are used where these are more stringent and not in conflict with code requirements.
  - 8. Life Safety Code:
    - a. NFPA Life Safety Code 101 - 2006 edition.

### 1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
  - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
  - 2. If Contractor knowingly performs Work contrary to such laws, ordinances, rules and regulations without notice to Architect, consequent costs and damages will be paid by Contractor.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- E. Certificate: For products specified in accordance with a Federal Specification, ASTM Standard, American National Standards Institute or similar association standards, upon request by Architect, the Contractor must provide an acceptable affidavit by independent testing laboratory, or other source approved by the Architect, certifying that product furnished for this Project complies with the particular standard specifications.
  - 1. Where necessary, requested or specified, supporting test data shall be submitted to substantiate compliance. The manufacturer is subject to Architect's acceptance.

- F. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

**END OF SECTION**

