

Departmental Concurrence

Reviewed by
CIP, EDA, CHA
Christopher Hans
Eric Frykman, Director
Riverside County Community Health Agency



SUBMITTAL DATE:
May 6, 2010

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

FROM: Economic Development Agency

SUBJECT: Desert Hot Springs Family Care Center

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the plans and specifications for the Desert Hot Springs Family Care Center 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: In 2007, the County of Riverside purchased a 14.7 acre undeveloped parcel in Desert Hot Springs, California with the intent to build a 24,000 square foot clinic for the Community Health Agency (CHA).

(Continued on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10
SOURCE OF FUNDS: Palm Desert Redevelopment Pass-Thru funds; Desert Healthcare District Funds; and Recovery Zone Bond proceeds				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone 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 18, 2010

xc: EDA, CIP, CHA

Kecia Harper-Ihem

Clerk of the Board

By: Kecia Harper-Ihem
Deputy

Prev. Agn. Ref.: 3.11, 10/6/09; 3.25, 3/17/09;
3.33, 12/9/08; 3.28, 11/18/08; 3.13, 5/6/08; 3.6,
4/29/08; 3.45, 7-31-07; 2.0, 6/21/07

District: 5

Agenda Number:

3.25

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

This Family Care Center will occupy approximately 4 acres of the total site. The proposed project will house several programs that will provide crucial health services to Desert Hot Springs and the surrounding communities. The programs incorporated into this project will include a clinic, Public Health Nursing, X-ray, HIV/AIDS, MCAH (Maternal Child and Adolescent Health), Disease Control and WIC (Women, Infants, and Children) Nutrition Services.

On November 18, 2008, the Board of Supervisors approved the Schematic Design for Desert Hot Springs Family Care Center. The bid documents are now complete and Economic Development Agency (EDA) requests approval to solicit bids for construction of this project.

FINANCIAL IMPACT

Three sources of funds will be used to pay for this project. \$3.5 million will come from Palm Desert Redevelopment Pass-Through funds. \$1 million in reimbursement for land acquisition from the Desert Healthcare District will be redirected towards the construction of the project. Any remaining project costs will be paid with Recovery Zone bond proceeds.

There will be no additional General Fund impact for the ongoing operations at the proposed facility. Debt service costs on the Recovery Zone bonds will be paid from lease revenue generated by the facility.

EDA will return to the Board under separate cover to approve the project budget and execute any related project agreements.

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

DESERT HOT SPRINGS FAMILY CARE CENTER
FM08420003826



PREPARED BY
COUNTY OF RIVERSIDE
Economic Development Agency
DESIGN & CONSTRUCTION DIVISION
April 2010

FORM APPROVED COUNTY COUNSEL
BY: Marshall L. Victor 5/11/10
MARSHALL L. VICTOR DATE

DS. 18.10 3.25 p35



County of Riverside

Desert Hot Springs, CA

Desert Hot Springs Family Care Center - Plan Check Submittal

Construction Documents Project Manual

7/6/09

HDR Project No. 008232-84657

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15160	STORM DRAINAGE PIPING
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15415	DRINKING FOUNTAINS AND WATER COOLERS
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15734	COMPUTER-ROOM AIR-CONDITIONERS
15785	AIR-TO-AIR ENERGY RECOVERY EQUIPMENT
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15838	POWER VENTILATORS
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09201	METAL FURRING & LATHING
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09250	GYPSUM WALLBOARD
09312	TILE
09510	ACOUSTICAL MATERIALS (AM)
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09605	WATER VAPOR EMISSION CONTROL SYSTEM
09660	RESILIENT TILE FLOORING (RT)
09665	SHEET VINYL FLOORING (SV)
09678	RUBBER BASE (RB)
09690	CARPET TILE (CPT)
09761	CONCRETE FLOOR SEALER (CFS-ND)
09860	GRAFFITI - MOISTURE PROTECTION SURFACE SEALER
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03300	CONCRETE MATERIALS AND PROPORTIONING
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NOTICE INVITING BIDS

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

DESERT HOT SPRINGS FAMILY CARE CENTER

FM08420003826

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 _____, **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 dated **April, 2010** and prepared by:

HDR ARCHITECTURAL, INC.

251 South Lake Avenue, Suite 1000
Pasadena, CA 91101
Phone: 626-584-1700

Plans & Specifications and Plan Holders List are available for purchase by contractors beginning _____, 2010 at:

A&I Reprographics
898 Via Lata, Suite L
Colton, CA 92324
<http://dfs.aandirepro.com>
Phone: 909-514-0704

Notice of Award will be available at A&I Reprographics.
<http://dfs.aandirepro.com>

REQUEST FOR INFORMATION:

Contact: Nicoloff and Associates, Inc.

Avenue to send RFI: All RFI's should be emailed to Pari.Tivay@hdrinc.com or they may be faxed to 626-584-1700. RFI's will not be answered via phone calls or any other means. **Deadline for RFI's is 5:00 PM on _____, 2010.**

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 Contract Code §3300 and for this project, to have a State of California contractor's license classification **B**. A mandatory pre-bid conference will be held on _____, **meeting at 14320 Palm Drive, Desert Hot Springs, CA. No bids will be accepted from bidders who have not attended the pre-bid job walk.**

Technical questions shall be addressed to HDR Architecture, Inc., at the address and telephone listed above. For further information, contact Dane Winkelman at the Department of Economic Development Agency, located at 3403 10th St., Suite 500, Riverside, CA 92507-4199 whose telephone number is (951) 955-0394.

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 sum of _____ (\$) per set plus an additional fee per set for mailing if required. Plans and Specifications may be obtained from A&I Reprographics located at 898 Via Lara, Suite L., Colton, CA 92324. (909)514-0704. All fees are due at the time of request and must be paid by check or money order made payable to "A&I 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 the Desert Hot Springs Family Care Center, 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.

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

LOCATION

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

DESIGNATION OF SUBCONTRACTORS (continued)

In compliance with Section 4104 of the Public Contract Code the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK

SUBCONTRACTOR

ADDRESS[illegible]

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 _____, 2010.

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 **Desert Hot Springs Family Care Center, FM08420003826**. In strict accordance with the Plans and Specifications dated April, 2010 prepared by HDR Architecture Inc. & 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 three hundred and sixty five (365) 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: _____

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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)

By: _____
(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

By: _____
(Signature - Attached Notary's Acknowledgment)

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

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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)

By: _____

(Signature - Attach Notary's Acknowledgment)

(Title)

(Corporation Name - Surety)

(Business Address)

By: _____

(Signature - Attach Notary's Acknowledgment)

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

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if
Corporation

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Seal

**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.)

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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 Director of Department of Facilities Management 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

DESERT HOT SPRINGS FAMILY CARE CENTER
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT

SECTION – GENERAL CONDITIONS

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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 COUNTYS 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 Certificate(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 Certificate(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 \$800.00 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 Director of Facilities Management in the manner and amounts specified by Board Policy B-11.
 - c. By written authorization, issued by the Director of Facilities Management, 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 Department of Facilities Management 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.
 - l. 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.

SECTION 00009
PROJECT MANUAL – PREFACE

- A. The Project Manual is the volume usually assembled for the Work which may include the Procurement Requirements, Contracting Requirements, and Specifications.
- B. Project Manual: Volume or volumes which includes but is not limited to three distinct parts:
 - 1. Procurement Requirements, instruct bidders about procedures for preparing and submitting their bids:
 - a. Division 00.
 - b. Not part of the construction contract unless incorporated by reference in a contracting requirements document.
 - c. Not specifications.
 - 2. Contracting Requirements, General Conditions define processes, rights, responsibilities, and relationships of parties to the contract:
 - a. Division 00.
 - b. Part of the construction contract.
 - c. Not specifications.
 - 3. Specifications (5 digit format), establish the quality levels of materials and systems required for the project:
 - a. Division 01, General Requirements.
 - b. Division 02 – 17, Facility Construction, Facility Services, Site and Infrastructure, and Process Equipment.
 - c. Part of the construction contract.
- C. Project Manual is formatted based on guidelines established by the Construction Specifications Institute.
 - 1. Division:
 - a. Standard category of construction information.
 - b. Divisions form basic framework of project specification.
 - c. Division titles appear in table of contents of project manual.
 - 2. Section:
 - a. Individual sections dealing with Procurement Requirements, Contracting Requirements, and Specifications.
 - b. Sections are included in project manual as needed to meet requirements.
 - c. Section titles appear in table of contents of project manual.
 - 3. Part: Organizational device to divide specification section into three distinct groupings of related information.
 - a. PART 1 - GENERAL: Defines specific administrative and procedural requirements unique to the section.
 - b. PART 2 - PRODUCTS: Describes quality of items that are required for incorporation into project under the section.
 - c. PART 3 - EXECUTION: Describes preparatory actions and how products are to be incorporated into project.
 - 4. Article: Major subject consisting of related paragraphs within part of specification section.
 - 5. Paragraph: One or more sentences, dealing with particular item or point, separated from preceding text by beginning on new line. Groups of paragraphs of related information constitute an article.
- D. Specification Language:

1. Basic grammatical moods of sentences can be used to clearly and concisely convey specification requirements.
2. The simple imperative mood is method for instructions covering installation of products and equipment. The verb which clearly defines action becomes first word in the sentence. The imperative sentence is concise and readily understandable. Example: "a. Spread adhesive with notched trowel."
3. Streamlining is used to list products, materials, reference standards, and other itemized specifications. This technique places subject first and hence provides key words for quick reference. Example: "a. Sealant: Silicone."
4. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" shall be included by inference where colon (:) is used within sentences or phrases.
5. In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

E. Definitions:

1. See General Conditions.
2. Definition of "Base" and "Optional" manufacturers: See Section 01605.

REFERENCES

AIA Document A201, General Conditions of the Contract for Construction.
Construction Specifications Institute, Project Resource Manual.

END OF SECTION

SECTION 00220
SUBSURFACE DRILLING AND SAMPLING INFORMATION

PART 1 - GENERAL

1.1 SOILS REPORT

- A. Soils Report (a.k.a. Geotechnical Investigation) dated February 29, 2008 has been prepared by C. H. J. Incorporated for Owner. Report was prepared to assist in design process. Copies are available upon request.
- B. No representation or warranty is made by Architect, Engineer, Owner or any other party regarding completeness, accuracy, adequacy, or contents of report or of the subsurface investigation upon which report is based.

1.2 AVAILABILITY

- A. Copies of report may be obtained from Owner upon request.
 - 1. Office of County of Riverside
3133 Mission Inn Ave.
Riverside, CA 92507
Attention: Dane Winkleman

1.3 BIDDER RESPONSIBILITY

- A. Bidders accept full responsibility for using soil information in preparing bids.
- B. Bidder is responsible to obtain, at its expense, any additional information necessary to bid and perform Work.
- C. Bidders agree they will make no claim, exceeding actual cost of work, if, in performing the Work, they find actual subsurface conditions encountered do not conform to those indicated by soil borings, test excavations, and other subsurface investigations.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 00222
INFORMATIONAL DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section addresses informational documents, reports, drawings which are being made available to bidders.
 - 1. The listed documents were not authored by Owner or Architect.
- B. Information listed has been included in the Bidding Documents for reference and coordination purposes only.

1.2 SITE SURVEY

- A. An Aerial Topo, dated February 20, 2008, has been prepared for the Owner by Albert A. Webb Associates.
- B. The Owner and Architect accept no responsibility for information contained in the Survey.
- C. The cost for obtaining additional physical site information required for bidding / construction are the Contractor's responsibility.

END OF SECTION

SECTION 00440
SUBSTITUTIONS PRIOR TO BIDDING

PART 1 – GENERAL

1.1 DEFINITION

- A. Acceptable Manufacturers and Products: See Section 01605.
- B. This Section includes administrative and procedural requirements for handling requests for substitutions made prior to bid.
- C. Any product proposed by Contractor which does not meet requirements of the Contract Documents, whether in product characteristics, performance, quality, or manufacturer or brand names, is considered a substitution.
- D. In case of non-availability of materials contact Architect for review and action.
- E. For bidding purposes; base all bids on materials and equipment as specified in the specifications OR addenda thereto.

1.2 SUBSTITUTION PRIOR TO BIDDING REQUEST

- A. All Substitution requests shall comply with Article 5.3 of the General Conditions.
- B. Submit complete data substantiating compliance of proposed substitution with Contract Documents.
- C. For products and systems:
 - 1. Product identification, including manufacturer's name.
 - 2. Manufacturer's literature, marked to indicate specific model, type, size, and options to be considered:
 - a. Product description.
 - b. Performance and test data.
 - c. Reference standards.
 - d. Difference in power demand, air quantities, etc.
 - e. Dimensional differences from specified unit.
 - 3. Samples:
 - a. Architect reserves right to retain sample until physical units are installed on project for comparison purposes.
 - b. Requester pay all costs of furnishing and return of samples.
 - c. Architect is not responsible for loss of or damage to samples.
 - 4. Name and address of at least five similar projects that proposed product has been in use for at least four years, and name and phone number of owner's and architect's or engineer's representative, which Owner or Architect can contact to discuss; product, installation, and field performance data.
 - 5. Environmental Criteria: Provide the following additional information where environmental requirements are specified and when they apply to proposed substitutions, or where Contractor is proposing alternative products or systems which due to environmental aspects will improve project.
 - a. VOC Content: Comply with specified requirements for VOCs and indicate VOC content. Owner, in consultation with Architect reserve right to reject proposed substitutions where data for VOCs is not provided or where emissions of individual VOCs are higher than for specified materials.
 - b. Recycled Content: Indicate recycled content for specified product and proposed substitution.

- c. Local/Regional: Indicate final point of manufacture for specified product and proposed substitution.
 - d. Energy Efficiency: Indicate energy efficiency for specified equipment and proposed substitution.
 - e. Life-Cycle Cost: Include life cycle cost savings by product, system or assembly recommended if applicable.
- D. For construction methods:
- 1. Detailed description of proposed method.
 - 2. Illustrate with drawings.
- E. Itemized comparison of proposed substitute to specified item; indicate variations.
- F. Effect and changes required on other trades, subcontractors or contracts.
- G. Data related to change in construction time.
- H. Cost of proposed substitution in comparison with product, system or method specified.
- I. Availability of maintenance and repair services, and sources of repair or replacement items.
- J. Warranty comparison with specified product or system.

1.3 PRODUCT SELECTION – GENERAL

- A. Certain types of products are described in Project Manual by means of trade names, catalog numbers and/or manufacturer's names. This is not intended to exclude from consideration other products which may be capable of accomplishing purpose indicated.
- B. Other types of products may be considered acceptable to Owner and Architect in place of those specified.
- C. Listing of a manufacturer implies acceptance of them only as supplier of a product which complies with specified item.
 - 1. See Section 01605 for definition of Base and Optional manufacturers.
- D. No substitution permitted after execution of contract, unless allowed by Contract Documents.
- E. Conditional bids and voluntary alternates will not be considered unless allowed by Instructions to Bidders.

1.4 SUBSTITUTION REQUESTS

- A. Only written requests with complete data for evaluation will be considered.
 - 1. Request must be received by month day , 2009; 2:00 PM.
 - 2. Requests received late will not be considered.
 - 3. All proposed substituted products shall meet **ALL** environmental criteria of the originally specified product.
 - 4. Submit evaluation data with attached form to Architect.
- B. In making request for substitution, Suppliers represent:
 - 1. has personally investigated proposed product, system or method, and has determined that it is equal or superior in all respects to that specified, and that it will perform intended function;
 - 2. is in full compliance with applicable code;
 - 3. will provide same warranty for substitute item as for product, system or method specified;
 - 4. if a finish product, complies color wise and pattern wise with base specified items;
 - 5. will coordinate installation of accepted substitution into Work, to include building modifications if necessary, and be responsible for such modifications as may be required for Work to be complete and functional in all respects;
 - 6. certifies cost data presented is complete and includes all related costs, excluding Architect's review and redesign cost;

7. waive all claims for additional costs or time extensions related to substitution which subsequently become apparent or are caused by substitution;
 8. will pay additional costs to other trades, subcontractors or contracts caused by substitution;
 9. will pay all Architect's review and redesign cost, special inspections, and other costs caused by substitutions or revisions made necessary by the acts or omissions of Contractor, due to product submittal or product not being ordered in a timely manor, due to ease of construction progress or Work, or which are in interest of or are for convenience of supplier, subcontractor or Contractor;
 10. acknowledge acceptance of these provisions.
- C. Supplier sign substitution request in space provided on form acknowledging acceptance of terms.

1.5 APPROVAL OF SUBSTITUTION REQUEST

- A. No verbal or written approvals other than by Addenda will be valid.
1. Addendum listing approved substitutions will be published prior to Bid date.

1.6 REJECTION OF SUBSTITUTION REQUESTS

- A. Substitutions may not be considered if:
1. Submitted after stipulated date or time period.
 2. Not submitted in accord with this Section.
 3. Acceptance will require substantial revision of Contract Documents, building or system.
 4. Substitution request does not indicate specific item for which request is submitted.
 5. Substitution Request form is not properly executed and signed.
 6. Substitution request for manufacturer acceptance only.
 7. Insufficient information submitted.
 8. Substitution color or pattern wise does not comply with base specified item.
 9. Substitution does not appear to comply with requirements of specifications for base item.

END OF SECTION

SUBSTITUTION REQUEST

PROJECT: Desert Hot Springs Family Care Center

PROJECT NUMBER: 008232-84657

TO: HDR Architecture, Inc.

SPECIFIED PRODUCT:

Substitution request for: _____

Specification Section number: _____

Article(s)/paragraph(s): _____

REASON FOR SUBSTITUTION REQUEST:

- | | |
|--|---|
| <input type="checkbox"/> Fails to comply with building code requirements | <input type="checkbox"/> Not available |
| <input type="checkbox"/> Unavailable to meet Project schedule | <input type="checkbox"/> Reduce Project construction time |
| <input type="checkbox"/> No qualified installer for specified item | <input type="checkbox"/> Project cost savings |
| <input type="checkbox"/> Supplier refuses to warrant item or installation | <input type="checkbox"/> Unsuitable for application |
| <input type="checkbox"/> Supplier, Subcontractor or Contractor convenience | <input type="checkbox"/> Constructability issue |
| <input type="checkbox"/> Other: _____ | |

Explanation in Detail: ☐ See attached: _____

SUPPORTING DATA:

Attach product description, specifications, drawings, photographs, performance data, test data, environmental criteria, and any additional data or information for evaluation of the proposed substitution in accord with requirements of Section 01640.

Sample is included: Yes ☐ No ☐

Sample will be sent if requested: Yes ☐ No ☐

Maintenance Service Available: Yes ☐ No ☐

If yes, location: _____

Spare Parts Source: _____

Provide a one-to-one comparison of proposed substitution with ALL specified attributes and qualities of specified item(s)

Manufacturer:
Name, brand:
Catalog No.:
Unit Cost:
Attributes /
Qualities /
Variations /
Warranty /
etc:

REFERENCES:

LIST MINIMUM OF FIVE PREVIOUS INSTALLATIONS, WHICH PROPOSED PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

Project: _____
Address: _____
Architect (name & phone): _____
Owner (name & phone): _____
Contractor: _____
Date Installed: _____
Dollar Value this Work: \$ _____

EFFECT OF SUBSTITUTION:Substitution affects other parts of Work: No ☐ Yes ☐ (If yes, explain below)Substitution requires dimensional revision or redesign of structure or mechanical and electrical Work: No ☐ Yes ☐ (If yes, explain below)Same warrantee provided as specified base product: No ☐ Yes ☐ (If yes, explain below)

Explanation: _____

Cost difference: \$ _____ (add / deduct).
Total cost implications of substitution on Project: \$ _____ (add / deduct).
Total time implications: \$ _____ (add / deduct) calendar days.

STATEMENT OF CONFORMANCE OF REQUEST TO CONTRACT REQUIREMENTS:

Supplier, Subcontractor and Contractor in making substitution request or in using an approved substitution represent:

- ☐ Has personally investigated the proposed substitution and determined it is equal or superior in all respects to specified product or system and will perform intended function, except as stated above.
- ☐ Is in full compliance with applicable code requirements.
- ☐ Will provide same warranty for substitute item as for product, system or method specified.
- ☐ Will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.
- ☐ Waive all claims for additional costs or time extensions related to substitution that subsequently become apparent or are caused by substitution.
- ☐ If a finish product, color wise and pattern wise complies with base specified items.
- ☐ Certifies cost data presented is complete and includes all related costs under this Contract, excluding Architect's review and redesign cost.
- ☐ Will pay Architect's review and redesign cost, special inspections, and other costs caused by substitution.
- ☐ Will pay additional costs to other contractors caused by substitution.
- ☐ Will modify other parts of Work as may be needed, to make all parts of Work complete and functioning.
- ☐ Acknowledge acceptance of these provisions.

List of Attachments: _____

ACKNOWLEDGEMENTS:

FOLLOWING FIRM HEREBY REQUESTS CONSIDERATION OF FOLLOWING PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF CONTRACT DOCUMENTS:

Supplier/Vender: _____

Acknowledged by (print & sign): _____ Date: _____
Position: _____ Phone: _____

Subcontractor: _____

Acknowledged by (print & sign): _____ Date: _____
Position: _____ Phone: _____

Contractor: _____

Acknowledged by (print & sign): _____ Date: _____
Position: _____ Phone: _____

END OF SUBSTITUTION REQUEST

SECTION 01026

APPLICATIONS FOR PAYMENT AND SCHEDULE OF VALUES (GC)

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Project information:
 - 1. Submittals, prior to first application for payment:
 - a. Schedule of Values.
 - 2. Environmental Submittals:
 - a. Preliminary LEED Action Plans.
- B. Contract Closeout Information: (See Section 01700).

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 SCHEDULE OF VALUES

- A. Prior to first Application for Payment, submit to Architect schedule of values allocated to various portions of Work, prepared in such form and supported by such data to substantiate its accuracy as Owner and Architect may require.
- B. At a minimum, subdivide into following allocated items:
 - 1. Bond.
 - 2. Insurance.
 - 3. General condition items; mobilization, temporary facilities, temporary utilities, submittals, demobilization, etc.
 - 4. Phases and/or areas of building.
 - 5. Specification sections.
 - 6. Individual components of Work, and major pieces of equipment.
 - 7. Labor amount and material or equipment amount, listed separately.
 - 8. Contract Closeout items; manuals, spare parts, maintenance material, system demonstrations, record documents, operation and maintenance data, etc.
 - 9. Individually approved changes.
- C. Labor amount shall include all on site installation costs (including labor, applicable taxes, insurance, fringe benefits, erection equipment, tools, and overhead/profit).
- D. Material and equipment shall include all material and manufactured equipment costs (including delivery costs, taxes, insurance, and overhead/profit).
- E. The schedule, unless objected to by Owner or Architect, shall be used as a basis for reviewing percent complete of line items on Contractor's Applications for Payments.

3.2 APPLICATION FOR PAYMENT

- A. On or before 10th day of month, Contractor submit to Architect itemized Application for Payment for operations completed during previous calendar month, in accordance with schedule of values.
- B. Bond and insurance cost may be request for on first application.

- C. Equal monthly payments may be made for General Condition based upon number of months Contractor is scheduled to be on site.
- D. May include amounts for changes in work that have been authorized by Construction Change Directives, or by Change Proposal Requests approved by Owner.
- E. Shall not include request for payments for portions of Work for which Contractor does not intend to pay to a Subcontractor or supplier, unless such Work has been performed by others whom Contractor intends to pay.
- F. Base upon value of Work provided in accordance with Contract Documents.
- G. Contractor warrants that title to all Work covered by an Application for Payment will pass to Owner upon receipt of payment.
- H. Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from Owner shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to Work.
- I. Submit on AIA Documents G702, Application and Certificate for Payment, and G703, Continuation Sheet or similar format acceptable to Architect.
 - 1. Itemized in accordance with approved schedule of values, and as indicated on AIA documents.
 - 2. Furnish in triplicate.
 - 3. Signed by duly authorized agent of Contractor.
 - 4. Notarize Application for Payment.
 - 5. Application for Payment serves as certification by Contractor of status of Project.
- J. Furnish copies of requisitions from Subcontractors and suppliers to substantiate values.
- K. Provide additional supporting data substantiating Contractor's right to payment, as Owner or Architect may require.
- L. Waste Management Plan.
 - 1. Submit Waste Management data on form as specified in Division 01 Section 01505 - Construction Waste Management.
 - 2. Environmental Submittals:
 - 3. With first Application for Payment, submit preliminary LEED Action plans as specified in Division 01 Section 01101 – Environmental Requirements.
 - 4. Submit LEED Progress Reports as specified in Division 01 Section 01101 – Environmental Requirements.

3.3 PAYMENT FOR STORED MATERIAL AND EQUIPMENT

- A. Application for Payment may include materials and equipment ready, but not yet incorporated in Work, delivered, and suitably stored at site, for subsequent incorporation in Work.
 - 1. For purpose of above paragraph, "materials and equipment" eligible for payment, are defined as finished goods made specifically for subject job, and requiring extensive time to be manufactured or obtained.
 - 2. Raw materials or work-in-process at manufacturer's plant is not eligible for payment.
- B. Payment by Owner for such materials and equipment not yet incorporated in Work will be made provided following is accomplished:
 - 1. Items must be listed separately as material, or equipment cost on Application for Payment Schedule of Values.
 - 2. Provide receipted Invoices or Bills of Sale as evidence that Contractor is unconditional owner of equipment or material, with Application for Payment.

3. Provide Stored Material and Equipment Affidavit with Application for Payment, use form furnished by Architect.
 4. Identify items in storage as property of Owner, and furnish description of identification method.
 5. Provide written inventory of items, including Contractor's certification, that all quantities have been received, and are in good condition.
- C. Payment for materials and equipment stored on or off site shall be conditioned upon compliance by Contractor with procedures satisfactory to Owner to establish Owner's title to such materials and equipment or otherwise protect Owner's interest, and shall include the cost of applicable insurance, storage and transportation to site for such materials and equipment stored off site.
 - D. Owner retains right to verify storage by physical inspection prior to partial payment, and at any time thereafter.
 - E. Payment does not relieve Contractor's responsibility for protecting, safeguarding, insurance, transporting, and proper installation of equipment or materials.
 - F. Warranty and guarantee period does not commence until Substantial Completion of work.
 - G. Payment will be treated same as "work-in-place," with evidence of delivery to job site, except that payments will not include value of labor and mark-up.
 - H. Each subsequent Application for Payment will restate prior month's materials and equipment not incorporated in Work, and current month additions and deletions for materials and equipment incorporated into work. Inventory must be updated and included with each subsequent application to indicate current status.
 1. Use Stored Material and Equipment Inventory form furnished by Architect, or similar acceptable format.
 - I. Upon making of partial payments by Owner, all materials and equipment covered thereby become sole property of Owner. Partial payments, however, do not constitute Owner's acceptance of material, equipment or work, nor be construed as waiver of any right or claim by Owner.
 - J. Contractor shall be deemed as having care, custody, and control of items.

3.4 RETAINAGE

- A. Until Substantial Completion, 10 percent retainage will be withheld from value of Work completed and material stored.
- B. Any reduction of retainage beyond that allowable by Contract Documents, and including adjustments at Substantial Completion, requires Consent of Surety, recommendation of Architect, and approval of Owner prior to incorporating into an Application for Payment.
 1. Provide Request for Reduction of Retainage on form furnished by Architect, and Consent of Surety - AIA Document G707A.
 2. If approved by Architect and Owner, Contractor may incorporate reduction in next application for payment.
 3. Include copy of approved form with Application for Payment.

END OF SECTION

STORED MATERIAL AND EQUIPMENT AFFIDAVIT

PROJECT: Desert Hot Springs Family Care Center

PROJECT NO: 008232-84657

ITEM NO.	QUANTITY	UNIT	MATERIAL OR EQUIPMENT DESCRIPTION	VALUE

LOCATION STORED:

IDENTIFICATION METHOD:

AFFIDAVIT:

Items listed above have been purchased exclusively for use on above referenced Project and have been received in good condition, and items are identified as property for use only on above referenced Project. Owner may enter upon premises for verification, inspection, or for any other purpose considered necessary. It is expressly understood and agreed that this affidavit is furnished to the Owner for purpose of obtaining approval for payment for said items, and that storage thereof at location indicated and payment by Owner shall not relieve Contractor of full responsibility for the protection, safeguarding, insurance, transporting, and proper installation at Project referenced above, and will warrant and defend against claims and demands of all persons. Upon making of partial payment by Owner, said items covered thereby become sole property of Owner.

Attached are receipted invoice(s), bills of sale(s), and/or other documents as evidence that Contractor is unconditional owner of said items, and they are free from all encumbrance, security agreements, mortgages or liens.

FROM CONTRACTOR: _____

BY: _____ DATE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

Owner (APPROVES) (DISAPPROVES) location of off site storage, and Contractor's inclusion of cost for above items in an Application for Payment.

OWNER'S APPROVAL:

BY: _____ DATE: _____

Contractor shall include this affidavit and other required documents with Application for Payment and shall maintain an inventory of all stored materials for submittal with future applications.

END OF FORM

STORED MATERIAL AND EQUIPMENT INVENTORY

PROJECT: Desert Hot Springs Family Care Center FOR APPLICATION NO.:

PAGE: of

The following inventory represents our accounting of the current status of material and equipment in storage which we have received payment for:

ITEM NO.	MATERIAL OR EQUIPMENT DESCRIPTION	QUANTITY	VALUE	APPL. NO.	INCORPORATED DATE /QUANTITY

FROM CONTRACTOR: _____
BY: _____ DATE: _____

This form is to be updated and submitted with each application for payment.

END OF FORM

REQUEST FOR REDUCTION OF RETAINAGE

PROJECT: Desert Hot Springs Family Care Center

PROJECT NO.: 008232-84657

CONTRACT FOR:

Contractor hereby requests that the percentage of partial payment retained by Owner under provision of contract be REDUCED to _____% for following reasons:

CONTRACTOR:

BY: _____ DATE: _____

Power of Attorney and AIA Document G707A must be attached.

Architect (RECOMMENDS) (DOES NOT RECOMMEND) the reduction of retainage to _____%. Percentage of completion as of _____, _____ is _____%.

ARCHITECT:

BY: _____ DATE: _____

Owner hereby (APPROVES) (DISAPPROVES) reduction of retainage to _____%, and authorizes Architect to certify the reduction in an Application for Payment.

OWNER:

BY: _____ DATE: _____

If approved, Contractor may incorporate reduction in next Application for Payment, and shall include copy of this document with it.

DISTRIBUTION: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR

END OF FORM

**SECTION 01030
ALTERNATES**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section identifies each Alternate by number and describes basic changes to be incorporated into Work, only when that Alternate is made a part of Work by specific provisions in Construction Contract.
- B. This Section includes only nontechnical descriptions of Alternates. Refer to specific Sections of Specifications and Drawings for technical description of Alternates.
- C. Coordinate pertinent related Work, and modify surrounding Work as required to properly integrate Work under each Alternate and to provide complete construction required by Contract Documents.

1.2 DESCRIPTION

- A. Work includes:
 - 1. Indicate Alternate prices on Bid Form.
 - 2. Alternates will be selected after bids are evaluated.
 - 3. Selected Alternates will be made a part of Contract and final Contract Amount will be adjusted accordingly.

1.3 ALTERNATES

- A. Deductive Alternate No. 1: _____ *to be determined* _____ as specified in Section xxxxx.
- B. Deductive Alternate No. 2: Provide _____ *to be determined* _____ as specified in Section _____ in lieu of _____ as specified in Section _____.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01036
REQUESTS FOR INFORMATION (RFI)

PART 1 - GENERAL

1.1 SUMMARY

- A. Section specifies administrative and procedural requirements for handling and processing Requests for Information (RFI).
- B. RFI is intended for requesting clarifications and interpretations of Contract Documents due to apparent inconsistencies, errors or omissions in Contract Documents, and due to unanticipated existing conditions.
- C. RFI is not intended for requesting substitutions, Contractor's proposed changes, resolution of nonconforming work or for general questions not related to Contract Documents.
- D. RFI process is intended to be a cooperative effort between Architect and Contractor to expedite responses to RFIs and maintain progress of Work without utilizing other lengthy procedures.
- E. Any other proposed method of processing RFIs other than indicated within this Section, such as project collaboration systems, shall be evaluated by Architect for potential impact on Architect's services.
 - 1. If Architect agrees to utilize another proposed method, Architect will be reimbursed for any special training, usage fees, extra time required to implement, maintain, utilize and administer such a system.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 REQUESTS FOR INFORMATION

- A. Review of Contract Documents and Field Conditions:
 - 1. Contract Documents are complementary; therefore, before starting each portion of Work, carefully study and compare various Drawings, Specifications and any other Contract Documents, coordination drawings, shop drawings, prior correspondence or documentation relative to that portion of Work, as well as information furnished by Owner.
 - 2. Contractor and Subcontractors shall evaluate and take field measurements of any existing conditions related to that portion of Work and shall observe any conditions at site affecting Work. These obligations are for purpose of facilitating and coordinating construction and are not for purpose of discovering errors, omissions, or inconsistencies in Contract Documents.
 - 3. Contractor and subcontractors acknowledges that all documents pertaining to Work have been examined, have examined character of site and any existing conditions, and is satisfied with nature of Work, and all other matters, which can in any way affect Work.
 - 4. In event of inconsistency between portions of Contract Documents or within Contract Documents; provide better quality or greater quantity of Work, and comply with more stringent requirement, either or both in accordance with Architect's interpretation.
 - 5. Any errors, inconsistencies or omissions discovered in Contract Documents shall be reported promptly to Architect as a properly prepared and timely RFI.

6. Contractor and Subcontractors are not required to ascertain Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but any nonconformity discovered by or made known shall be reported promptly to Architect.
 7. If Contractor or subcontractor fails to give such notice, and knowingly proceeds with Work affected by errors or omissions in Contract Documents, correct any such errors, inconsistencies, or omissions at no additional cost.
- B. Contractor's and Subcontractor's Responsibilities:
1. When interpretation, clarification or explanation of portion of Construction Documents is needed by Contractor, Subcontractor, Vendor or Supplier, the request shall be processed through Contractor.
 - a. Review request for completeness, quality, proper referencing to drawing or specification section and reason submitted.
 - b. If request is not acceptable it shall be sent back to submitter with comments regarding reason for being returned.
 - c. Make every attempt to validate, resolve or respond to RFI by thoroughly researching and reviewing Contract Documents and field conditions.
 - d. Respond to RFI accordingly if review of RFI discloses a response or is related to coordination of construction or other issue not related to Contract Documents.
 - e. If unable to respond to request, it shall be restated in clear, concise, correct, complete and easily understood manner, and rewritten if necessary, additional information included if necessary, and only then submitted to Architect for response.
 2. Request for interpretation, clarification or explanation of Contract Documents shall be submitted to Architect in writing.
 - a. List specific Contract Documents researched when seeking information being requested.
 - b. Reference all applicable Contract Drawings by sheet number, section, detail, room number, door number, etc., Specifications by section and paragraph number, and reference any other relevant documents.
 - c. The field titled "Regarding" on attached RFI form must be clear for future reference in reports or correspondence.
 - d. Clearly state request and provide Contract Document references and any additional information needed so request can be fully understood, including sketches, photos or other reference material.
 - e. Fully assess issues, suggest any reasonable solutions and include various factors, including potential costs, schedule impacts, if any, and recommendations which will aid in determining a solution or response. If a reasonable solution can not be suggested, a statement to that effect should be so stated.
 - f. Indicate reason request is being submitted.
 - g. Any critical RFIs requiring a rapid response shall clearly indicate such with an explanation as to why RFI is critical.
 - h. Priority for responses shall be indicated when multiple RFIs are submitted within short period of time.
 3. Copies of responses to RFIs shall be distributed to all parties affected.
 4. A response to RFI shall not be considered a notice to proceed with a change that may revise the Contract Sum or Contract Time, unless authorized by Owner in writing.
 5. If response to RFI is determined incomplete, it shall be resubmitted with reason response is unacceptable and any necessary additional information within five (5) days of time of receipt of response to RFI.

6. If determined or believed that additional cost or time is involved because of clarifications, interpretations or instructions issued by Architect in response to a RFI, resubmit RFI within five (5) days of receipt of response with reason and alternate solution or suggestion for performing work at no additional cost. If no other solution is possible or desirable, submit Claim in accordance with the Contract Documents with in twenty-one (21) days of receipt of response to the RFI.
- C. RFI Submittal Format:
1. Request for information shall be submitted to Architect on RFI form provided at end of this section, or form provided by Architect in electronic text file format, or in similar format acceptable to Architect.
 - a. RFIs shall be assigned unique numbers in sequential order (1, 2, 3, 4, etc.).
 - b. A resubmitted RFI or a previously answered RFI requiring revising or further clarification shall be submitted using original RFI number proceeded by ".1" to indicate revision one of RFI (i.e.: RFI No. 34.1 for revision 1 to RFI No. 34).
 - c. RFI form shall be electronically filled out and emailed to Architect's designated representative in text file format. Attachments shall be in electronic text or PDF file format. Photo attachments may be in JPG format.
- D. Architect's Response to Request for Information:
1. Clarifications, interpretations and decisions of Architect in response to RFI will be consistent with intent of and reasonably inferable from Contract Documents, and will be in writing, and if determined to be necessary by Architect, will be provided in form of drawings and other attachments or both.
 2. When making such interpretations and initial decisions, Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.
 3. Architect's decisions on matters related to aesthetic effects will be final if consistent with intent expressed in Contract Documents.
 4. Architect will not undertake to settle differences between Contractor, Subcontractors, trades suppliers, fabricator or manufacturer, or act as arbiter as to which Subcontractor, trade, supplier or manufacturer is to furnish or install various items indicated or required.
 5. Architect shall provide responses to RFIs within a reasonable time, but will endeavor to respond not later than twenty-one (21) days from date of receipt.
 - a. If multiple RFIs are submitted on same day or within a five (5) day period, review time may be extended by mutual agreement of parties
 - b. Architect will provide a written response to RFI if Architect believes response only involves an interpretation, clarification, supplemental information or orders a minor change in Work not involving an adjustment in Contract Sum or extension of Contract Time, and is not inconsistent with intent of Contract Documents, and shall be binding.
 - c. If Architect believes response may result in a change to Contract Sum or Contract Time, response will indicate that a change document will be issued for the response, and appropriate change document will be issued indicating changes to Contract Documents.
 - d. Architect will provide any additional or supplemental drawings, specifications or other information as Architect may deem necessary to facilitate response.
 6. Architect may return RFI without response for following reasons:
 - a. Unclear.
 - b. Incomplete.
 - c. Detailed information not provided.
 - d. Is related to construction means, methods or techniques.
 - e. Is related to health or safety measures.
 - f. Is due to Contractor's lack of adequate coordination.
 - g. Is considered a "Substitution Request."
 - h. Is due to non-conformance.
 - i. Response is required by another party.

- E. If requested information is available from careful study and comparison of Contract Documents, field conditions, other Owner-provided information, coordination drawings, or prior Project correspondence or documentation, Architect may invoice Owner as a change in services for costs involved in Architect's review, analysis, responding and processing of such RFI.
1. Contractor shall reimburse Owner for such costs.

END OF SECTION

REQUEST FOR INFORMATION

Project: Desert Hot Springs Family Care Center

RFI Number: _____

Project No.: 008232-84657

To: ☐ (Architect)
☐ (consultant?)
☐ (other?)

<input type="checkbox"/> Action	<input type="checkbox"/> Info	Pages	_____
<input type="checkbox"/> Action	<input type="checkbox"/> Info	Pages	_____
<input type="checkbox"/> Action	<input type="checkbox"/> Info	Pages	_____

Regarding: _____

References: (List specific Contract Documents researched when seeking the information being requested) _____

Spec. No.: _____ **Dwg. No.:** _____

Request: (Provide complete description of request with document references and sketches or photos if necessary, and present status of work)

Requester's Recommended Solution: (If RFI concerns a site or construction condition, provide a recommended solution, including cost & schedule considerations)

Response Priority:	<input type="checkbox"/> Normal	<input type="checkbox"/> Rush (Work in progress)			
Reason For Request:	<input type="checkbox"/> Existing Condition	<input type="checkbox"/> Non-conformance	<input type="checkbox"/> Clarification / Interpretation	<input type="checkbox"/> Agency Generated	<input type="checkbox"/> Other

Subcontractor: _____ **Date:** _____
CM/Contractor: _____
By: _____ **Date:** _____

Response:

- ☐ Above is considered a change. Following document will be used for processing: _____
- ☐ Above is consistent with intent of and reasonably inferable from Contract Documents, or makes minor changes in Work without change in Contract Sum or Contract Time. If Contractor does not agree, submit written notice substantiating claim in accordance with Contract Documents.
- ☐ This RFI is related to one of following and may be returned without response:
- | | | |
|---|---|---|
| <input type="checkbox"/> Incomplete or lack of detailed information | <input type="checkbox"/> Related to "means and methods" | <input type="checkbox"/> Response required by others |
| <input type="checkbox"/> Lack of adequate Coordination Drawings | <input type="checkbox"/> Is a "Substitution Request" | <input type="checkbox"/> Information contained in documents |

From: HDR Architecture, Inc.
By: _____

Date: _____

END OF FORM

SECTION 01044
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 QUALITY ASSURANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
- C. Operational Limitations: do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction exposed on exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic or visual qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction which was cut and patched in a visually unsatisfactory manner.
- E. Warranty or existing warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

1.2 DESCRIPTION

- A. Install Work in such a manner and sequence as to preclude or minimize cutting and patching of new Work.
- B. Execute cutting (including excavation), fitting or patching of Work, required to:
 - 1. Make several parts fit properly.
 - 2. Uncover Work to provide for installation of ill timed Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace non-conforming Work.
 - 5. Remove samples of installed Work for testing.
 - 6. Install specified Work in existing construction.
 - 7. Provide rerouting penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 8. Patch and repair fireproofing damaged after installation of other Work or demolition activities.
- C. Do not endanger any Work or any Work of other Contractors, by cutting, excavating, or otherwise altering any Work except with written consent of Contractor subject to review by Architect.
- D. Do not cut into or cut away any structural concrete or other structural members, any other concrete nor dig under any foundations or into structural walls or other parts, or in any case allow same to be done without full knowledge and written consent of Architect.
- E. Be responsible for damage resulting from violation of these provisions.
- F. Use only firms or individual trades qualified to perform Work required under this Section.

1.3 JOB CONDITIONS

- A. Before start of Work, obtain and pay for all permits required by all authorities having jurisdiction and notify all interested utilities companies.
- B. Obtain approval of Owner and authorities having jurisdiction for Work which affects existing exitways, exit stairs, means of egress, or access to, or exit from, areas.
 - 1. Review with and obtain approval of authorities for any temporary construction which affects such areas.
- C. Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Avoid cutting existing utilities, pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until alternate provisions have been provided.
- F. Items to be salvaged and delivered to Owner shall be carefully removed and properly stored in an area easily accessible for removal by Owner.

1.4 PAYMENT FOR COSTS

- A. Costs caused by non-coordinated or defective Work, or Work not conforming to Contract Documents, paid by Contractor responsible for non-coordinated, rejected, or non-conforming Work.

PART 2 - PRODUCTS

2.1 MATERIALS - GENERAL

- A. Use materials identical to existing materials.
- B. For exposed surfaces, use materials that visually match existing adjacent surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used.
- C. Use materials whose installed performance will equal or surpass that of existing materials.
- D. Where applicable, comply with specifications for type of Work to be performed.

PART 3 - EXECUTION

3.1 PREPARATION PRIOR TO CUTTING

- A. Provide adequate shoring, bracing and support as required to maintain structural integrity of Project.
- B. Provide protection for other portions of Project which may be affected.
- C. Provide protection from elements when required.

3.2 CUTTING AND REMOVAL - GENERAL

- A. Execute fitting and adjustment to provide finished installation to comply with specified tolerances and finishes.
- B. Execute cutting by methods which will prevent damage to existing or other Work and will provide proper surfaces to receive installation of new Work.
- C. Perform backfilling as specified in applicable sections.

- D. Neatly cut and remove materials, and prepare all openings to receive new work.
- E. Remove masonry or concrete in small sections.
- F. Provide shoring, bracing, and other supports to prevent movement, settlement, or collapse of remaining or adjacent wall areas, structure, or facilities.
- G. Arrange shoring, bracing, and supports to prevent overloading of structure.
- H. Take all precautions necessary to prevent damage to existing remaining work or to adjacent facilities.
- I. Execute Work using methods which will prevent interference with use of remaining and adjacent facilities by Owner.
- J. Remove existing work indicated to be removed, or as necessary for installation of new Work.
- K. Provide for cutting, fitting, repairing, patching and finishing of Work disturbed by installation of new Work.
- L. Do not remove or damage fireproofing materials.
 - 1. Install hangers, inserts, supports, and anchors prior to installation of fireproofing.
 - 2. Repair or replace fireproofing damaged.

3.3 CUTTING IN STEEL FRAME AND METAL DECK CONSTRUCTION

- A. Do not cut nor drill holes in webs and flanges of columns, beams, purlins, and joists without prior written approval of Architect.
 - 1. When approval is obtained, comply with requirements and instructions of Architect and provide reinforcing at such locations when required.

3.4 MATCHING AND PATCHING

- A. Where items are removed from existing walls, ceilings, floors or partitions to remain, repair wall, ceiling, floor or partition disturbed by removal.
- B. Where walls, ceilings, floors or partitions are removed, repair abutting walls, ceilings or floors disturbed by removal.
- C. Where existing construction is cut, removed or otherwise disturbed to permit installation of new Work, match and patch existing disturbed construction.
- D. Use methods and materials similar in appearance, and equal in quality to areas or surfaces being repaired.
- E. Restore Work which has been cut or removed; install new products to provide completed Work in accord with requirements of Contract Documents.
- F. Patch Work must in every way possible match existing work and adjacent surfaces.
- G. Re-finish entire surfaces as necessary to provide an even finish to match adjacent finishes.
 - 1. Continuous surfaces; to nearest intersections.
 - 2. Assembly - entire refinishing.
- H. In existing areas remove and replace existing ceilings and finishes for installation of Work, if not shown to be removed on Architectural Drawings and Schedules.
 - 1. If existing ceiling can not be satisfactorily reinstalled, replace with like materials and construction.
 - 2. Replace damaged construction with like materials.

END OF SECTION

SECTION 01100
INDOOR AIR QUALITY PROTECTION DURING CONSTRUCTION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Protect indoor air, absorbent materials, and mechanical system from contamination:
 - 1. Applicable codes.
 - 2. ASHRAE-62, Chapter 7.
 - 3. SMACNA "Guidelines for Occupied Buildings Under Construction".
- B. Temporary Construction Ventilation: Maintain sufficient temporary ventilation of areas where materials are being used that omit VOCs. Maintain ventilation continuously during installation, and until emissions dissipate after installation. If continuous ventilation is not possible via building's HVAC system(s) then ventilation shall be supplied via open windows and temporary fans, sufficient to provide not less than three air changes per hour.
 - 1. Period after installation shall be sufficient to dissipate odors and elevated concentrations of VOCs. Where non-specified period is stated in these specifications, a time period of 72 hours shall be used.
 - 2. When installing wet products (fluid applied coatings or adhesives) ventilate with outside air. Provide minimum 5 air changes per hour.
- C. Ventilate areas directly to outside; ventilation to other enclosed areas is not acceptable. Minimize contaminants generated during construction:
 - 1. Methods to include, but no limited to:
 - a. Practices which minimize the amount of dust generated.
 - b. Reduction of solvent fumes and VOC emissions.
 - c. Maintaining good housekeeping practices including sweeping and periodic dust and debris removal.
 - d. There shall be no visible haze in the air.
- D. During dust producing activities (e.g., drywall installation and finishing) turn ventilation system off, and openings in supply and return HVAC system shall be protected from dust infiltration. Provide temporary ventilation as required.
- E. Preconditioning: Prior to installation, allow products which have odors and significant VOC emissions to off-gas in dry, well-ventilated space for 14 calendar days to allow for reasonable dissipation of odors and emissions prior to delivery to Project site.
 - 1. Condition products without containers and packaging to maximize off gassing of VOCs.
 - 2. Condition products in ventilated spaces.
- F. IAQ Management Plans: Comply with Construction IAQ Management Plan During Construction criteria, as specified in Division 1 Section 01101 - Environmental Requirements, in addition to the criteria specified in this Section.
- G. Schedule construction and installation to prevent buildup of contaminants that cannot be removed prior to occupancy.
 - 1. Isolate areas of construction with solid physical barriers.
 - a. Securely attach and seal at floor and structure above.
 - b. See Section 01500.
 - 2. Schedule adequate time for product installation.
 - 3. Maintain negative air pressure in construction area.
 - 4. Do not re-circulate air prior to occupancy.
 - 5. Ventilate construction with 100 percent outside air.
 - 6. Seal return air ducts and use direct exhaust to outside.

7. Factory age sheet goods, to minimize off-gassing.
8. Consult manufacturers for appropriate dry out times.
9. When installing wet products (fluid applied coatings or adhesives) ventilate with outside air. Provide minimum 5 air changes per hour.
10. Protect stored on-site or installed absorbent materials from moisture exposure.
 - a. Use polyethylene sheeting or other approved method of protection.

1.2 SCHEDULE OF INSTALLATION

- A. Typically install finish materials using following sequence:
 1. Fluid applied wall, ceiling, and floor materials.
 2. Adhesive applied sheet and tile flooring.
 3. Adhesive applied wall covering.
 4. Carpet.
 5. Acoustical ceiling material.
 6. Comply with additional sequencing requirements specified in Division 1 Section 01101 - Environmental Requirements.

1.3 SUBMITTALS

- A. Environmental Submittals:
 1. LEED EQ Credit 3.1 and 3.2, Construction IAQ Management Plan During Construction and Before Occupancy: Comply with submittal requirements for Construction IAQ Management Plan specified in Section 01340 – Submittals.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01101
ENVIRONMENTAL REQUIREMENTS (SDS)

PART 1 - GENERAL

1.1 SUMMARY

- A. This is an overview of the special environmental requirements of this project. Work includes environmental, sustainable, and "green" building practice requirements related to energy conservation and efficiency, indoor air quality, and resource efficiency. It is the goal of this project, as much as is feasible and practical, to construct a "green" building that meets the US Green Building Council's LEED™ Green Building Rating System Version as follows:
 - 1. LEED-NC Version 2.2.
- B. General environmental goals for this project include:
 - 1. Design and construction practices to obtain healthy indoor air quality (IAQ) in final Project.
 - 2. Maximum use of durable products.
 - 3. Maximum use of products that are easy to maintain, repair, and that can be cleaned using non-toxic substances.
 - 4. Maximum use of recycled content in materials, products, and systems.
 - 5. Use of wood from certified sustainable harvested sources.
 - 6. Reusable and recyclable packaging.
 - 7. Use of products with low embodied energy
- C. Construction team is required to comply with sustainable building practices during construction and when considering materials for substitutions.

1.2 DEFINITIONS

- A. General: Following is partial list of definitions of sustainable terms:
- B. Chain-of-Custody: Tracking procedure to document status of product from point of harvest or extraction to ultimate consumer end use.
- C. Chlorofluorocarbons (CFCs): Hydrocarbons used as refrigerants that deplete stratospheric ozone layer.
- D. Construction IAQ Management Plan: Document specific to building project that outlines measures to minimize contamination in building during construction and to flush building of contaminants prior to occupancy.
- E. Construction Waste Management: Diversion of construction, demolition, and land clearing debris from landfill disposal; redirection of recyclable material back to manufacturing process.
- F. Daylighting: Controlled admission of natural light into space through glazing with intent of eliminating electric lighting.
- G. Ecosystem: Basic unit of nature that includes community of organisms and their nonliving environment linked by biological, chemical, and physical process.
- H. Embodied Energy of Materials: Energy use over life cycle of material including harvesting, mining, manufacturing, transport, installation, use, operations, recycling and disposal.
- I. Energy Conservation: Strategies that maximize energy efficiency in order to reduce life-cycle requirements and costs.
- J. Heat Island Effect: Effect that occurs when warmer temperatures are experienced in urban landscapes as result of solar energy retention on constructed surfaces.
- K. Hydrochlorofluorocarbons (HCFCs): Refrigerants that deplete stratospheric ozone layer.

- L. Hydrofluorocarbons (HFCs): Refrigerants that do not deplete stratospheric ozone layer, but do contribute to global warming are not environmentally benign.
- M. Impervious Surfaces: Surfaces that promote runoff of precipitation volumes instead of infiltration into subsurface.
- N. Indoor Air Quality (IAQ): Nature of air that affects health and well-being of building occupants.
- O. Indoor Environmental Quality (IEQ) Strategies: Strategies that include issues related to indoor air quality (IAQ) such as ventilation effectiveness and control of contaminants.
- P. Industrial Scrap: By-product of industrial process that can easily be reused as feedstock.
- Q. Life-Cycle Assessment (LCA): Informed process that considers initial capital cost in addition to ownership and maintenance costs over specified lifetime of building component, design strategy, or other measure associated with building alternatives.
- R. Light Pollution: Waste light from building sites that produces glare, compromises astronomical research, and adversely affects environment.
- S. Local/Regional Products: Products that are manufactured locally, within 500 miles of Project site. Manufacturing refers to final assembly of components of building product.
- T. Post-Consumer Recycled Content: Percentage of waste material by weight available from consumer use incorporated into building material.
- U. Post-Industrial Recycled Content: Percentage of waste material by weight available from industrial use incorporated into building material.
- V. Rapidly Renewable Resources: Those materials that substantially replenish themselves faster than traditional extraction demand (i.e., planted and harvested in less than 10 year cycle) and do not result in significant biodiversity loss, increase erosion, air quality impacts, and that are sustainably managed.
- W. Recycling: Collection, reprocessing, marketing and use of materials that were diverted or recovered from solid waste stream.
- X. Reduction: Strategy to minimize material use or to use materials more efficiently.
- Y. Reuse: Strategy to return materials to active use in same or related capacity.
- Z. Solar Reflectance: Ratio of reflected electromagnetic energy to incoming electromagnetic energy.
- AA. Stormwater Runoff: Water volumes that are created during precipitation events and flow over surfaces into sewer systems or receiving waters.
- BB. Sustainable Forestry: Practice of managing forest resources to meet long-term forest product needs of humans while maintaining biodiversity of forested landscapes.
- CC. Thermal Comfort: Condition of mind experienced by building occupants expressing satisfaction with thermal environment.
- DD. Ventilation: Process of supplying and removing air by natural or mechanical means in building spaces.
- EE. Volatile Organic Compounds (VOCs): Carbon compounds that participate in atmospheric photochemical reactions and have high enough vapor pressure to vaporize from material surfaces into indoor air at normal room temperatures (off-gassing).
- FF. Water Efficiency: Reduction of use of municipally supplied potable water.

1.3 SUSTAINABLE REQUIREMENTS-GENERAL

- A. General: Owner has established with design team specific environmental requirements for design and construction of Project; Contractor, subcontractors, suppliers, and manufacturers (i.e., construction team) are encouraged to participate where possible to realize Owner's environmental goals.
 - 1. Intent is for environmental goals to be achieved in manner that ultimately provides safe and healthy environment for building occupants with minimal negative impact on local, regional and global environment.
 - 2. Contract Documents are not intended to limit alternative means of achieving environmental requirements. Suggestions from construction team during project meetings for implementing goals are encouraged.
- B. Environmental Requirements: Major components of green effort include pollution prevention, durable materials, energy efficiency, indoor environmental and air quality (IAQ), and resource efficiency.
 - 1. Pollution Prevention: Pollution prevention is achieved through use of recycled materials and materials from sustainably managed forests, specification of energy efficient equipment and fixtures, waste handling procedures, and limiting pollutants emitted into air, soil, and waterways. Specifications included for this project incorporate pollution prevention measures in each section.
 - a. Maximum indoor air concentrations of certain pollutants have been established. Concentrations must be at or below these standards prior to building acceptance. Baseline testing for these pollutants is outlined in Mechanical Specification Divisions.
 - 2. Durable Material Requirements.
 - a. Materials with longest useful service life.
 - b. Materials that deteriorate minimally under installed conditions, exposures and uses.
 - c. Materials with surfaces that require minimal or no refinishing or resurfacing.
 - d. Materials with protective coating requirements that do not involve frequent application of toxic or odorous components for materials that require surface renewal or protection.
 - e. Materials that can be re-used after their service life in this or another building.
 - f. Materials that can be recycled at the end of their useful lives.
 - 3. Energy Efficiency (Operations Throughout Project Life): Materials and systems are intended to maximize energy efficiency for operation of Project throughout service life, including from substantial completion to ultimate disposition by reuse, recycling, or demolition.
 - 4. Indoor Environmental and Air Quality (IAQ): Materials are selected and processes specified, such as preconditioning and temporary ventilation, to maximize healthy indoor air quality. Cleaning, surface coating, and renewal or replacement of interior materials should be feasible with lowest practical use of toxic, irritating, or odorous compounds. Ventilation system design, construction, and commissioning ensure adequate outside air supply under all anticipated conditions of use. Documentation of system design assumptions is included in Project Manual to enable building operators and management to use and modify system as required to provide continued assurance of indoor air quality. Additionally, materials are selected to provide appropriate indoor environmental qualities such as good acoustics and lighting.
 - a. Comply with requirements specified in Section 01100 - Indoor Air Quality Protection During Construction for maintaining proper air quality protection during construction period.
 - 5. Resource Efficiency (Project Construction): Materials and systems are to maximize environmentally-benign construction techniques, including
 - a. Construction waste recycling.
 - 1) See Section 01505 - Construction Waste Management.
 - b. Reusable delivery packaging.
 - 1) See Environmental Considerations for Delivery, Storage, and Handling Article below.

- c. Reusability and recyclability of selected materials:
 - 1) See technical specifications sections
- 6. A materials log book is required that includes Material Safety Data Sheets (MSDS) sheets and additional information on chemical content of selected materials, including Volatile Organic Compounds (VOC) in terms of grams per liter (g/L). This log book shall be maintained by contractor throughout life of project, shall be updated monthly to include any newly approved products, shall be available at all times to Architect and Owner's Representative, and shall be submitted at conclusion of construction as part of LEED documentation.
- C. Research has been performed to verify that specified building material requirements (e.g., for recycled content, VOC levels) can be met by multiple manufacturers in respective materials category.

1.4 QUALITY ASSURANCE

- A. Environmental Project Management and Coordination: Prior to the pre-construction meeting, Contractor shall identify and assign one person on Contractor's staff to be the Environmental Project Manager who shall be responsible for environmental issues compliance and coordination.
 - 1. Experience: Similar responsibilities and successful performance for previous sustainable building construction project(s).
 - 2. Responsibilities: Carefully review Contract Documents for environmental issues, coordinate work of trades, subcontractors, and suppliers; instruct workers relating to environmental issues; and oversee Project Environmental Goals.
 - a. Assemble and retain approved Environmental Submittals, tabulation charts and other records to document progress toward meeting environmental requirements.
 - b. Provide records in secure jobsite location, available for review by Architect or Owner.
 - c. Provide Action Plans, Progress Reports and final documentation according to specified requirements and schedule.
 - d. For LEED-registered projects: Assist Owner in preparing and posting documentation submission to US Green Building Council, using LEED On-Line process.
 - 3. Meetings: Lead discussion of Environmental Goals at following meetings:
 - a. Pre-construction meetings.
 - b. Waste management conference.
 - c. Pre-installation meetings.
 - d. Regularly scheduled job-site meetings.
 - e. Special sustainability issues meetings.
- B. Environmental Issues Criteria: Comply with requirements listed in specification Sections.

1.5 ENVIRONMENTAL SUBMITTAL DEFINITIONS AND CRITERIA

- A. Resource Efficient Product Data Submittal Criteria:
 - 1. Environmental Issues Data: Includes manufacturer's certifications, verifying information, and test data, where specifications Sections require data relating to environmental issues comply with specified requirements and the following:
 - a. Project Recyclability: Submit information to assist Owner and Contractor in recycling materials involved in shipping, handling, and delivery, and for temporary materials necessary for installation of products.
 - b. Product Recyclability: Submit information regarding product and product's components recyclability including potential sources accepting recyclable materials.
- B. Indoor Air Quality Data Submittal Criteria:
 - 1. Indoor Air Quality (IAQ) Environmental Testing Data: Submit emissions test data produced by acceptable testing laboratory listed in Quality Assurance Article for materials as required in each specific specification Section.

- a. Laboratory reports shall contain emissions test data on VOCs including total VOCs (TVOC), specific individual VOCs, formaldehyde and other aldehydes.
 - b. In special cases it may be necessary to identify other specific chemical for listing based on known quantity present or on known odor, irritation or toxicity.
 - c. Identify all VOCs emitted by each material as required in these specifications.
- 2. Cleaning and Maintenance Products: Provide data on manufacturers' recommended maintenance, cleaning, refinishing and disposal procedures for materials and products. These procedures are for final Contractor cleaning of the project prior to substantial completion and for provided materials and products as required by the specific specification Sections.
 - a. Comply with product requirements specified in Division 1 Section "Cleaning".
- C. Environmental Issues Certifications:
 - 1. Includes documentation certifying accuracy of post-industrial and post-consumer recycled content, and recyclability of product.
 - 2. Prior to Final Completion, submit certificate signed by corporate office holder (i.e. Chairman of the Board, President, Vice President, Secretary, or similar position of authority) of contractor, subcontractor, supplier, vendor, installer or manufacturer, provided they are primarily responsible for manufacture of product, including:
 - a. Post-industrial and post-consumer recycled content of materials installed are same as those required by Project requirements.
 - b. Product recyclability of materials installed are same as those required by Project requirements.
 - c. Indoor air quality requirements: Certification shall state products and materials provided are essentially the same, and contain essentially the same components as products and materials tested.
- D. Environmental Closeout Submittals: Includes data relating to environmental issues, and environmental product certifications.

1.6 ENVIRONMENTAL SUBMITTALS

- A. General: Comply with additional environmental submittal requirements included in other sections of the Specifications.
- B. Environmental submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated environmental and LEED requirements.
- C. Project Materials Cost Data: At close of Project, provide statement indicating total cost for building materials used for Project. Include statement indicating total cost of mechanical and electrical components.
- D. Environmental Action Plans: Provide preliminary submittals within 14 days of date established for commencement of the Work indicating how the following requirements will be met.
 - 1. LEED Credits MR 2.1 and 2.2, Construction Waste Management, Recycled Construction Waste: Waste management plan complying with Division 1 Section 01505 Construction Waste Management.
 - 2. LEED Credits MR 4.1 and 4.2, Recycled Content: List of proposed materials with recycled content.
 - a. Indicate cost, post-consumer and pre-consumer (post-industrial) recycled content for each product having recycled content.
 - 3. LEED Credits MR 5.1 and 5.2, Local/Regional Materials: List of proposed regionally manufactured materials; indicate percentage of regionally manufacturer materials that are also regionally extracted, harvested, or recovered materials.
 - a. Identify each regionally manufactured material, its source, and cost.
 - b. Identify each regionally extracted, harvested or recovered material, its source, and cost.
 - 4. LEED Credit MR 7.0, Certified Wood: List of proposed certified wood products.
 - a. Indicate each product containing certified wood, its source, and cost.

- b. Include statement indicating total cost for wood-based materials used for Project, including non-rented temporary construction.
- 5. LEED Credits EQ 3.1 and 3.2, Construction IAQ Management Plan: Construction indoor air quality (IAQ) management plan.
- E. Environmental Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with environmental action plan for the following:
 - 1. LEED Credit MR 2.1 and 2.2, Construction Waste Management: Waste reduction progress reports complying with Division 1 Section 01505 Construction Waste Management.
 - 2. LEED Credit MR 4.1 and 4.2, Recycled Content: Recycled content.
 - 3. LEED Credit MR 5.1 and 5.2, Local/Regional Materials: Regionally manufactured materials that are also regionally extracted, harvested, or recovered.

1.7 ENVIRONMENTAL DOCUMENTATION SUBMITTALS (REQUIRED IN DIVISIONS 2 THROUGH 16)

- A. Environmental Documentation Submittals Overview:
 - 1. LEED Credit SS 7.1, Reduce Heat Island Effect: Product Data for fabric shade at Parking and concrete paving including Solar Reflective Index.
 - 2. LEED Credit SS 7.2, Reduce Heat Islands: Product Data for roofing materials, including Solar Reflectance Index.
 - 3. LEED Credit SS 8.0, Light Pollution Reduction: Product Data for interior and exterior lighting fixtures that stop direct-beam illumination from leaving the building site.
 - 4. LEED Credit WE 3.1 and 3.2, Innovative Waste Water Technologies and Water Use Reduction: Product Data for plumbing fixtures indicating water consumption.
 - 5. LEED EA Prerequisite 3.0, Fundamental Refrigerant Management: Product Data for new HVAC equipment indicating absence of CFC refrigerants.
 - 6. LEED Credit EA 4.0, Enhanced Refrigerant Management: Product Data for new HVAC equipment indicating absence of HCFC refrigerants, and for clean-agent fire extinguishing systems indicating absence of HCFC and Halon.
 - 7. LEED Credits MR 2.1 and 2.2, Construction Waste Management: Comply with Division 1 Section "Construction Waste Management."
 - 8. LEED Credits MR 4.1 and 4.2, Recycled Content: Product Data and certification letter indicating percentages by weight of post-consumer and pre-consumer (post-industrial-recycled content for products having recycled content. Include statement indicating costs for each product having recycled content.
 - 9. LEED Credits MR 5.1 and 5.2, Local/Regional Materials: Product Data indicating location of material manufacturer for regionally manufactured materials.
 - a. Include statement indicating cost and distance from manufacturer to Project for each regionally manufactured material.
 - b. Include statement indicating cost and distance from point of extraction, harvest, or recovery to Project for each raw material used in regionally manufactured materials.
 - 10. LEED Credit MR 6.0, Rapidly Renewable Materials: Product data for rapidly renewable materials.
 - a. Include statement indicating costs for each rapidly renewable material.
 - 11. LEED Credit MR 7.0, Certified Wood: Product Data and certificates of chain-of-custody for products containing certified wood.
 - a. Include statement indicating costs for each product containing certified wood.
 - b. Include statement indicating total cost for wood-based materials used for Project, including non-rented temporary construction.
 - 12. LEED Credit EQ 1.0, Outdoor Air Delivery Monitoring: Product Data and Shop Drawings for monitoring system.
 - 13. LEED Credit EQ 3.1, Construction IAQ Management Plan, During Construction:
 - a. Construction indoor air quality management plan.
 - b. Product Data for temporary filtration media.
 - c. Product Data for filtration media used during occupancy.

- d. Construction Documentation: Six photographs at three different occasions during construction along with a brief description of the SMACNA approach employed, documenting implementation of the IAQ management measures, such as protection of ducts and on-site stored or installed absorptive materials.
14. LEED Credit EQ 3.2, Construction IAQ Management Plan, Before Occupancy:
 - a. Signed statement describing the building air flush-out procedures including the dates when flush-out was begun and completed and statement that filtration media was replaced after flush-out.
 - b. Product Data for filtration media used during flush-out and during occupancy.
 - c. Report from testing and inspecting agency indicating results of IAQ testing and documentation showing conformance with IAQ testing procedures and requirements.
15. LEED Credit EQ 4.1, Low-Emitting Materials, Adhesives and Sealants: Product Data and Material Safety Data Sheets (MSDSs) for adhesive and sealant used on the interior of the building indicating VOC content of each product used. Indicate VOC content in g/L calculated according to 40 CFR 59, Subpart D (EPA method 24).
16. LEED Credit EQ 4.2, Low-Emitting Materials, Paints and Coatings: Product Data and material safety data sheets (MSDSs) for paints and coating used on the interior of the building indicating chemical composition and VOC content of each product used. Indicate VOC content in g/L calculated according to 40 CFR 59, Subpart D (EPA method 24).
17. LEED Credit EQ 4.3, Low-Emitting Materials, Carpet Systems: Product Data for carpet products indicating VOC content of each product used.
18. LEED Credit EQ 4.4, Low-Emitting Materials, Composite Wood and Agrifiber Products: Product Data for composite wood and agrifiber products indicating that products contain no urea-formaldehyde resin.
 - a. Include statement indicating adhesives and binder used for each product.
19. LEED EQ Credit 5.0, Indoor Chemical & Pollutant Source Control: Product data for entry mat assembly, and plan showing independent HVAC duct system for copy rooms.
20. LEED Credit EQ 6.1 Controllability of Systems, Lighting: Product Data and Shop Drawings for sensors and control system used to provide individual lighting controllability.
21. LEED Credit EQ 6.2, Controllability of Systems, Thermal Comfort: Product Data and Shop Drawings for sensors and control system used to provide individual airflow and temperature controls for minimum 50 percent of non-perimeter, regularly occupied space.
22. LEED Credit EQ 7.1, Thermal Comfort, Design: Plans and drawings showing individual thermal control system.
23. LEED Credit EQ 7.2, Thermal Comfort, Verification: Product Data and Shop Drawings for sensors and control system used to monitor and control room temperature and humidity.

1.8 ENVIRONMENTAL CONSIDERATIONS FOR DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Deliver materials in recyclable or in reusable packaging such as cardboard, wood, paper, or reusable blankets, which shall be reclaimed by supplier or manufacturer for recycling.
- B. Minimize packaging materials to maximum extent possible while still ensuring protection of materials during delivery, storage, and handling.
 1. Unacceptable Packaging Materials: Polyurethane, polyisocyanurate, polystyrene, polyethylene, and similar plastic materials such as foam plastics and shrink-fit plastics.
 2. Reusable Blankets: Deliver and store materials in reusable blankets and mats reclaimed by manufacturers or suppliers for reuse where program exists or where program can be developed for such reuse.
 3. Pallets: Where pallets are used, suppliers shall be responsible to ensure pallets are removed from site for reuse or for recycling.
 4. Corrugated Cardboard and Paper: Where paper products are used, recycle as part of construction waste management recycling program, or return to material's manufacturer for use by manufacturer or supplier.
 5. Sealants, Paint, Primers, Adhesives, and Coating Containers: Return to supplier or manufacturer for reuse where such program is available.

1.9 PROJECT CONDITIONS

- A. Provide and maintain controlled interior environment in accordance with following requirements before beginning installation of interior finish materials in order to dilute and exhaust vapors produced by solvents and other carriers from liquid materials, and particulate matter from residual manufacturing chemicals contained in solid product.
- B. No smoking will be permitted in indoor Project site locations.
- C. Construction Ventilation and Preconditioning, General:
 - 1. Comply with product emission testing procedures specified in Division 1 Section 01100 - Indoor Air Quality Protection During Construction and additional testing requirements specified in Mechanical Specification Divisions.

1.10 CLEANING AND PROTECTION, ENVIRONMENTAL ISSUES

- A. Final Cleaning, Environmental Issues:
 - 1. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces using cleaning and maintenance products as described in Division 1 Section - 01710 - Cleaning.
 - 2. Clean equipment and fixtures to sanitary condition using cleaning and maintenance products as described in Division 1 Section - 01710 - Cleaning.
 - 3. Vacuum carpeted and soft surfaces with high efficiency particulate arrestor (HEPA) vacuum.
 - 4. Duct Cleaning: Comply with requirements indicated in National Air Duct Cleaning Association (NADCA) standards in NADCA's Assessment, Cleaning and Restoration 2002 Standard and related NADCA documents, and the following:
 - a. Clean ducts using HEPA vacuum immediately prior to Substantial Completion and prior to shipment to site. However, ducts shall be inspected to confirm that no oil film is present. Remove oil.
 - 5. Replace air filters (i.e., pre and final filters) just prior to Substantial Completion.
 - 6. Remove and properly dispose of recyclable materials using construction waste management program specified in Division 1 Section 01505 - Construction Waste Management.
- B. Protection, Environmental Issues:
 - 1. Moisture Damage: Materials with evidence of moisture damage, including stains, are not acceptable, including both stored and installed materials. Take special care to prevent accumulation of moisture on installed materials and within packaging during delivery, storage, and handling to prevent development of molds and mildew on packaging and on products.
 - a. Immediately remove from site and properly dispose of materials showing signs of mold and signs of mildew, including materials with moisture stains.
 - b. Replace moldy and mildewed materials with new, undamaged materials.
 - 2. Protect interior materials from water intrusion or penetration; where interior products are not intended for wet applications are exposed to moisture.
 - 3. Protect installed products using methods that do not support growth of molds and mildews.

1.11 SEQUENCING

- A. Environmental Issues:
 - 1. On-Site Application: Where odorous and/or high VOC emitting products are applied on-site, apply prior to installation of porous and fibrous materials. Where this is not possible, protect porous materials with polyethylene vapor retarders.
 - 2. Complete interior finish material installation no less than fourteen days prior to Substantial Completion to allow for building flush out.

PART 2 - PRODUCTS

2.1 ENVIRONMENTAL PRODUCTS, GENERAL

- A. Comply with specified requirements for environmental characteristics of products, systems and assemblies. The following Articles contain product requirements of LEED Green Building Rating System Credits, as indicated.

2.2 RECYCLED CONTENT OF MATERIALS

- A. LEED Credits MR 4.1 and MR 4.2, Recycled Content: Provide building materials with recycled content such that post-consumer recycled content constitutes a minimum such that post-consumer recycled content plus one-half of pre-consumer (post-industrial) recycled content constitutes a minimum of 20 percent of the Recycled Content Value of materials used for the Project.
 - 1. The Recycled Content Value of post-consumer recycled content of an item shall be determined by dividing the weight of post-consumer recycled content in the item by the total weight of the item and multiplying by the cost of the item.
 - 2. The Recycled Content Value of post consumer recycled content plus one-half of pre-consumer (post-industrial) recycled content of an item shall be determined by dividing the weight of post-consumer recycled content plus one-half of pre-consumer (post-industrial) recycled content in the item by the total weight of the item and multiplying by the cost of the item.
 - 3. Do not include mechanical and electrical components in the calculation.
 - 4. Recycled content of materials shall be defined according to the Federal Trade Commission's "Guide for the Use of Environmental Marketing Claims," 16 CFR 260.7 (e).

2.3 REGIONAL MATERIALS

- A. LEED Credits MR 5.1 and 5.2, Local/Regional Materials: Provide 20 percent of building materials (by cost) that are regionally extracted, harvested, or recovered materials and that are also regionally manufactured materials. Regional is considered within 500 miles of project site.

2.4 CERTIFIED WOOD

- A. LEED Credit MR 7.0, Certified Wood: Provide a minimum of 50 percent (by cost) of wood-based materials and products from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria."
 - 1. Provide chain of custody documentation.

2.5 LOW-EMITTING MATERIALS

- A. LEED Credit EQ 4.1, Low-Emitting Materials, Adhesives and Sealants: For interior applications use adhesives and sealants that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA method 24):
 - 1. Wood Glues: 30 g/L.
 - 2. Metal to Metal Adhesives: 30 g/L.
 - 3. Adhesives for Porous Materials (Except Wood): 50 g/L.
 - 4. Subfloor Adhesives: 50 g/L.
 - 5. Plastic Foam Adhesives: 50 g/L.
 - 6. Carpet Adhesives: 50 g/L.
 - 7. Carpet Pad Adhesives: 50 g/L.
 - 8. VCT and Asphalt Tile Adhesives: 50 g/L.
 - 9. Cove Base Adhesives: 50 g/L.
 - 10. Gypsum Board and Panel Adhesives: 50 g/L.
 - 11. Rubber Floor Adhesives: 60 g/L.
 - 12. Ceramic Tile Adhesives: 65 g/L.
 - 13. Multipurpose Construction Adhesives: 70 g/L.

14. Fiberglass Adhesives: 80 g/L.
 15. Structural Glazing Adhesives: 100 g/L.
 16. Wood Flooring Adhesive: 100 g/L.
 17. Contact Adhesive: 250 g/L.
 18. Plastic Cement Welding Compounds: 350 g/L.
 19. ABS Welding Compounds: 400 g/L.
 20. CPVC Welding Compounds: 490 g/L.
 21. PVC Welding Compounds: 510 g/L.
 22. Adhesive Primer for Plastic: 650 g/L.
 23. Sealants: 250 g/L.
 24. Sealant Primers for Nonporous Substrates: 250 g/L.
 25. Sealant Primers for Porous Substrates: 775 g/L.
- B. LEED Credit EQ 4.2, Low-Emitting Materials, Paints and Coatings: For interior applications use paints and coatings that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA method 24) and the following chemical restrictions:
1. Flat Paints and Coatings: VOC not more than 50 g/L.
 2. Non-Flat Paints and Coatings: VOC not more than 150 g/L.
 3. Anti-Corrosive Coatings: VOC not more than 250 g/L.
 4. Aromatic Compounds: Paints and coatings not contain more than 1.0 percent by weight total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 5. Restricted Components: Paints and coatings shall not contain any of the following:
 - a. Acrolein.
 - b. Acrylonitrile.
 - c. Antimony.
 - d. Benzene.
 - e. Butyl benzyl phthalate.
 - f. Cadmium.
 - g. Di (2-ethylhexyl) phthalate.
 - h. Di-n-butyl phthalate.
 - i. Di-n-octyl phthalate.
 - j. 1,2-dichlorobenzene.
 - k. Diethyl phthalate.
 - l. Dimethyl phthalate.
 - m. Ethylbenzene.
 - n. Formaldehyde.
 - o. Hexavalent chromium.
 - p. Isophorone.
 - q. Lead.
 - r. Mercury.
 - s. Methyl ethyl ketone.
 - t. Methyl isobutyl ketone.
 - u. Methylene chloride.
 - v. Naphthalene.
 - w. Toluene (methylbenzene).
 - x. 1,1,1-trichloroethane.
 - y. Vinyl chloride.
- C. LEED Credit EQ 4.4, Low-Emitting Materials, Composite Wood and Agrifiber Products: Do not use composite wood and agrifiber products that contain urea-formaldehyde resin.

PART 3 - EXECUTION

3.1 ENVIRONMENTAL ISSUES, GENERAL

- A. Comply with specified requirements for environmental construction practice. The following Articles contain execution requirements of LEED Green Building Rating System Credits [Project sustainable requirements], as indicated.

3.2 SITE DISTURBANCE

- A. LEED Credit SS 5.1, Reduced Site Disturbance: Comply with requirements specified for site clearing.

3.3 CONSTRUCTION WASTE MANAGEMENT

- A. LEED Credit MR 2.1 and 2.2, Construction Waste Management: Comply with Division 1 Section 01505 - Construction Waste Management.

3.4 CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT

- A. LEED Credit EQ 3.1, Construction IAQ Management Plan: Comply with SMACNA IAQ Guideline for Occupied Buildings Under Construction.
- B. LEED Credit EQ 3.2, Construction IAQ Management Plan:
 - 1. Comply with specified requirements for building flush-out and air quality testing after construction ends with new filtration media and 100 percent outside air. Replace filtration media once testing is done and criteria are met.
 - a. Comply with requirements specified in Division 1 Section - Indoor Air Quality Protection During Construction.

END OF SECTION

ATTACHMENTS FILED
WITH
THE CLERK OF THE BOARD